



FORECLOSURE SALE

Fortner Manor Apartments
2217 Lapeyrouse Street
New Orleans, LA 70119-2649

A 24 Unit Multifamily Community

Is offered for sale at foreclosure:



Oral bids will be accepted on:
October 6, 2011
at: 1:00 pm (local time)

Sale Location:
Housing and Urban Development
New Orleans Office
Training Room (9th floor)
500 Poydras Street
New Orleans, LA 70130



U. S. Department of Housing and Urban Development
Fort Worth Property Disposition Center
801 Cherry Street, Unit #45, Ste. 2500
Fort Worth, TX 76102

DUE DILIGENCE SHOULD BE PERFORMED IN ADVANCE OF SUBMITTING A BID. WHILE CARE HAS BEEN EXERCISED TO ENSURE ACCURACY, ALL INFORMATION PROVIDED IS SOLELY FOR THE PURPOSE OF PERMITTING PARTIES TO DETERMINE WHETHER OR NOT THE PROPERTY IS OF SUCH TYPE AND GENERAL CHARACTER AS TO INTEREST THEM IN ITS PURCHASE. HUD MAKES NO WARRANTY AS TO THE ACCURACY OF SUCH INFORMATION

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|--|---|
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| <input checked="" type="checkbox"/> ATTACHMENT B - Terms and Requirements of
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| <input checked="" type="checkbox"/> ATTACHMENT C - Foreclosure Sale Use Agreement | <input checked="" type="checkbox"/> ATTACHMENT G – Protecting Tenants at Foreclosure Act |
| <input checked="" type="checkbox"/> ATTACHMENT D - Letter of Credit (LoC) Sample | |

THESE FORMS ARE AVAILABLE AT <http://www.hud.gov/offices/adm/hudclips/forms/>
OR USE THE URL PROVIDED BELOW TO OBTAIN THE FORM

<input checked="" type="checkbox"/>	Previous Participation Certification (Form HUD-2530) http://www.hud.gov/offices/adm/hudclips/forms/files/2530.pdf
<input checked="" type="checkbox"/>	Personal Financial and Credit Statement (Form HUD-92417) for each proposed principal and/or partner http://www.hud.gov/offices/adm/hudclips/forms/files/92417.pdf
<input type="checkbox"/>	Affirmative Fair Housing Marketing Plan (Form HUD-935.2A) http://www.hud.gov/offices/adm/hudclips/forms/files/935-2a.pdf
<input checked="" type="checkbox"/>	Management Entity Profile (Form HUD-9832) http://www.hud.gov/offices/adm/hudclips/forms/files/9832.pdf
<input checked="" type="checkbox"/>	Project Owners Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839 A) http://www.hud.gov/offices/adm/hudclips/forms/files/9839-a.pdf
OR <input checked="" type="checkbox"/>	Project Owner's/Management Agent's Certification for Multifamily Housing Projects for Identity of Interest or Independents Management Agents (Form HUD-9839 B) http://www.hud.gov/offices/adm/hudclips/forms/files/9839-b.pdf
OR <input type="checkbox"/>	Project Owner's/Borrower's Certification (Form HUD-9839 C) - For elderly housing projects managed by Administrators only http://www.hud.gov/offices/adm/hudclips/forms/files/9839-c.pdf

(Only one of these Forms, 9839A, B or C, will be required for management certification.)

FAILURE TO SUBMIT THE REQUIRED DOCUMENTS WITHIN THE INDICATED TIME FRAME SHALL BE GROUNDS FOR REJECTION OF THE BID. HUD RESERVES THE RIGHT TO REJECT THE BID AND RETAIN THE BIDDER'S EARNEST MONEY DEPOSIT.

SECTION 1 - INTRODUCTION AND GENERAL INFORMATION

1. **DEFINITION OF INVITATION FOR BID:** This document, including attachments, exhibits, and any amendment thereto, constitutes the Invitation for Bid ("Invitation") for Fortner Manor Apartments, FHA Number; 064-HD022 ("Property"). PROPERTY AT A GLANCE, Attachment A to this Invitation, contains a summary of facts, figures, and most terms of the foreclosure sale ("foreclosure sale" or "sale"). This Invitation also includes **information concerning Previous Participation Certification (Form HUD-2530) requirements** and a list of the forms and statements necessary to complete a responsive bid. This Invitation does not terminate until the closing of the foreclosure sale has occurred.
2. **BID RESPONSIVENESS:** A bid must be responsive to the terms of the sale. To be considered for award, a bid must comply in all material respects with this Invitation. Each bid on its face shall be firm, unconditional, responsive, fixed in one amount certain, and not in the alternative. Special conditions, alterations, or deletions will render a bid non-responsive. The terms of the foreclosure sale are those set out in the Invitation, primarily the Terms and Requirements of Foreclosure Sale - Acknowledgment by Bidder ("Acknowledgment") and the Foreclosure Sale Use Agreement ("Use Agreement"). Lack of an earnest money deposit, as required by this Invitation, will be cause for bid rejection.
3. **SALE TO HIGHEST QUALIFIED BIDDER:** Sale of this Property will be made to the highest responsive, qualified Bidder. The defaulting owner of the Property, or any affiliate thereof, will not be permitted to bid.
4. **NO REDEMPTION PERIOD:** This sale is not subject to redemption by the previous owner.
5. **BID ACCEPTANCE OR REJECTION:** At any time prior to closing, HUD reserves the right to reject any and all bids, to waive any informality in any bid received, and to reject the bid of any Bidder HUD determines lacks the experience, ability or financial responsibility needed to own the Property and to provide management acceptable to HUD.
6. **CANCELLATION OF SALE:** HUD reserves the unconditional right to cancel this Invitation and/or reject any and all bids at any time prior to the closing of the foreclosure sale.
7. **BIDDER'S DUE DILIGENCE:** Bidders, their agents and advisors should review carefully the information set forth in this Invitation and any additional information made available by HUD, and should undertake their own investigations of the property and related collateral to evaluate the risks associated with purchasing the property.
8. **POST-CLOSING REQUIRED REPAIRS:** Repair requirements that must be completed after closing, if applicable to this sale, are included in the Form HUD-9552, Post-Closing Repair Requirements, and Exhibits (Attachment E) to this Invitation. The repair requirements listed in Attachment E survive the sale and will be recorded with the Deed.
NOTE: the Form HUD-9552 and Exhibits reflect **cost estimates** of the required repairs.
While care has been exercised to assure accuracy, all information provided is solely for the purpose of permitting parties to determine whether or not the Property is of such type and general character as might interest them in its purchase, and HUD makes no warranty as to the accuracy of such information. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the Property being offered, or condition of sale, will not constitute grounds for any claim, demand, adjustment, or withdrawal of a bid.
9. **RECORDATION OF CERTAIN DOCUMENTS:** Attachment E, Post Closing Repair Requirements (Form HUD-9552) and attachments, if provided herein, and Attachment C, Use Agreement, with any riders thereto, if provided herein, will be recorded with the Deed.
10. **SOURCE FOR ADDITIONAL INFORMATION:** For further information, please contact the Realty Specialist identified in the Property at a Glance.

SECTION 2 - PREVIOUS PARTICIPATION CERTIFICATION

PREVIOUS PARTICIPATION FOR PARTICIPANTS IN THE MULTIFAMILY PROGRAMS- The Preservation Approval Process Improvement Act of 2007 allows a Bidder and/or Management Agent to file the required Previous Participation Certificate (Form HUD-2530) in either electronic or paper format. If filing the paper format, the Form HUD-2530 must be submitted to the Realty Specialist identified in the Property at a Glance. If filing electronically, use HUD's Active Partners Performance System (APPS) to submit a Previous Participation Certification (Form HUD-2530) on HUD's Secure Systems Internet site. **Prior registration is not mandatory in order to bid at the foreclosure sale. However, it is suggested that all potential bidders registering for the first time in APPS do so at least two weeks prior to the sale.** Instructions for registering for both "Secure Systems" and APPS are located on the [Active Partners Performance System \(APPS\) web site](#).

Be advised, if a Management Agent will be participating in the management of the Property, or if Bidder is changing principals, adding principals, changing the name of the purchasing entity, or changing tax identification from information already recorded in APPS or on a paper 2530, **it is the High Bidder's responsibility to ensure that all participants register and complete the 2530 process within the prescribed time frames.**

Failure of any participant to submit a Previous Participation Certification (Form HUD-2530) or other required document(s) within the indicated time frame specified in Section 4 below, may be grounds for rejection of the bid. The High Bidder must be approved by HUD in order to close the purchase.

SECTION 3 - FORECLOSURE SALE PROCEDURES AND SUBMISSION OF BIDS

1. **GENERAL:** In order to submit a responsive bid to this Invitation, a Bidder must submit the items listed in this Section, and the additional documents/items, as indicated in Section 4, Paragraphs 2 and 3.

2. **BIDDING AT THE FORECLOSURE SALE:**

- (a) The foreclosure sale is an oral, open bid sale that takes place at the date, time and place indicated in the attached Property at a Glance.
- (b) The Bidder must either:
 - (i) State a bid price orally at the sale, **or**
 - (ii) Submit a written bid to the person that conducts the sale two (2) Federal Government business days before the date of sale. Written bids, if received, will be read aloud at the sale before oral bids are accepted. Only the person that submitted the written bid, or an agent thereof, may raise a written bid price. Please contact the Realty Specialist identified in the Property at a Glance for details regarding submitting a written bid.

3. **ITEMS THAT MUST BE SUBMITTED AT THE FORECLOSURE SALE:**

(a) **Earnest Money Deposit:**

- (i) The Earnest Money Deposit, for not less than the amount specified in the Property at a Glance, must be submitted to the Foreclosure Commissioner prior to presenting an oral or written bid.
- (ii) The deposit must be in the form of a money order, certified check, or cashier's check payable to:
THE SECRETARY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
- (iii) No other method of payment for the Earnest Money Deposit is acceptable.
- (iv) A financial organization submitting a bid on its own behalf must have the Earnest Money Deposit drawn on a separate financial organization.
- (v) Lack of proper deposit will be cause for rejection of the bid by HUD.
- (vi) Immediately following the sale, Earnest Money Deposit will be returned to all but the High Bidder.

- (b) **Terms and Requirements of Foreclosure Sale – Acknowledgment by Bidder:** Immediately after the foreclosure sale has been completed, the High Bidder must submit **ONE** signed copy of the Terms and Requirements of Foreclosure Sale - Acknowledgment by Bidder to the Foreclosure Commissioner.

4. **CORRECTIONS:** Any changes or erasures made to information submitted by a Bidder in connection with a written bid may be made by the Bidder or their agent only and must be initialed by the Bidder or their agent.

5. **TELEGRAPHIC OR FACSIMILE BIDS:** Telegraphic or facsimile bids and/or bid modifications will not be considered for award.

6. **VERBAL NOTIFICATION TO THE HIGH AND SECOND HIGH BIDDER:** The highest Bidder ("High Bidder") and second highest Bidder ("Second High Bidder") will be notified orally of their bidding positions by the Foreclosure Commissioner immediately after the foreclosure sale. If the High Bidder and/or Second High Bidder are not present at the sale, they will be contacted by the Foreclosure Commissioner promptly after the foreclosure sale.

SECTION 4 - POST FORECLOSURE SALE PROCEDURES

1. **CONTINUANCE OF OFFERS:** The high bid shall be deemed to be a continuing offer from the time of the foreclosure sale until closing or bid rejection by HUD. The second high bid shall be deemed to be a continuing offer until execution of the Use Agreement or until thirty (30) days after the foreclosure sale, whichever occurs first, unless HUD and the Second High Bidder mutually agree to extend the offer. After the above activities have occurred, or the extension agreement has ended, the bid will be deemed to have expired.

2. **SUBMISSION OF POST-BID DOCUMENTS BY HIGH BIDDER:** The High Bidder must submit the following documents, statements and forms. These documents, statements and forms are required for submitting a complete bid. Complete instructions are provided in the Acknowledgment by Bidder. Contact information is provided in the Property at a Glance.

❖ **WITHIN TWO (2) FEDERAL GOVERNMENT BUSINESS DAYS AFTER FORECLOSURE SALE:**

(a) **Previous Participation Certification in either electronic or paper format:**

(i) **Electronic filing: APPS and Secure Systems (e2530):**

- 1) **Bidders not registered in APPS and Secure Systems:** The High Bidder must register in the **Active Partners Performance System (APPS)**, and the HUD's Multifamily Secure Systems; **or**
- 2) **Bidders previously registered in APPS and Secure Systems:** The High Bidder must provide evidence of registration.

(ii) **Paper Filing:**

- 1) **Form HUD 2530:** The completed paper Form HUD-2530(s), with original signatures, for the purchasing entity and all principals. Proposed ownership must have established tax identification or social security number; A "to be formed" entry will not be accepted, **and**
- 2) **Organizational Chart** –an organization chart, reflecting all principals of the purchasing entity and each principal's percentage of ownership must accompany the completed Form HUD-2530.

(b) **Certification of Substantial Compliance:** The **complete and original** Certification of Substantial Compliance (Attachment F).

❖ **WITHIN FIVE (5) FEDERAL GOVERNMENT BUSINESS DAYS AFTER FORECLOSURE SALE:** The High Bidder must submit a Written Statement of Experience as required below in paragraph 3. Instructions for the content of the Written Statement of Experience are provided in the Terms and Requirement of Foreclosure Sale – Acknowledgment by Bidder, Part II, paragraph 5.

- ❖ **WITHIN TEN (10) FEDERAL GOVERNMENT BUSINESS DAYS AFTER FORECLOSURE SALE:** The High Bidder must, if checked below, submit the additional post-bid documents:
- ☐ Affirmative Fair Housing Marketing Plan (Form HUD-935.2A)
 - ☒ Previous Participation Certification (Form HUD-2530) for Purchasing Entity, if different from bidding entity, See Sections 2 and 4 for more information
 - ☒ Previous Participation Certification- paper Form HUD-2530 for the Managing Agent, or submission of the "Participation Detail" page evidencing prior registration in APPS, or the "Participant Successfully Registered" page establishing the Management Agent's initial registration in APPS.
 - ☒ Personal Financial and Credit Statement (Form HUD-92417) for each proposed principal/general partner
 - ☒ Management Entity Profile (Form HUD-9832)
 - ☒ Project Owner's Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839A):
- OR**
- ☒ Project Owner's/Management Agent's Certification for Multifamily Housing Projects for Identity-of-Interest or Independent Management Agents (Form HUD-9839B):
- OR**
- ☐ Project Owner's/Borrower's Certification (Form HUD-9839C-for elderly housing project managed by Administrators only)

(Only one of these Forms A, B or C will be required for management certification.)

- ❖ **WITHIN FIFTEEN (15) FEDERAL GOVERNMENT BUSINESS DAYS AFTER FORECLOSURE SALE:** If the Management Agent or the High Bidder (owning entity) elected to file the required Form HUD-2530 electronically (e2530) and did not submit the paper Form HUD-2530 within the time frames specified above, the High Bidder and/or Management Agent must electronically file the e2530.

FAILURE TO SUBMIT THE REQUIRED DOCUMENTS WITHIN THE INDICATED TIME FRAME MAY BE GROUNDS FOR REJECTION OF THE BID. HUD RESERVES THE RIGHT TO REJECT THE BID AND RETAIN THE BIDDER'S EARNEST MONEY DEPOSIT.

3. **QUALIFICATION, ACCEPTANCE, REJECTION OF BID:**

(a) **Required Bidder Qualifications to Purchase Property (Project):**

It is the objective of the Department's multifamily foreclosure process to transform troubled and distressed multifamily properties into viable, long-term affordable rental housing resources. To accomplish this objective, the Department will only permit a Bidder to acquire a property from HUD's foreclosure sale that has the financial capacity and generally 5 years of demonstrated experience in successfully owning and managing distressed and troubled multifamily properties as viable, low-income housing resources.

The Department will evaluate, starting with the highest Bidder and proceeding in descending order, if necessary, the Bidder's experience, qualifications and capacity to purchase the Property based on the submission of the documentation described below, any other information independently verified by HUD and any other information required by the Bid Kit. The documentation must demonstrate that the Bidder owns and is successfully managing and operating properties of similar size and characteristics (including problematic complexities) as the Property being sold. The documentation will be used to determine whether the Bidder has the required demonstrated experience and financial capacity to acquire and successfully transform the Property into a long-term, viable rental housing resource. HUD shall, in its sole discretion, accept or reject any bid submitted in the sale of the Property. The review and approval of the Previous Participation Certification (Form HUD-2530) is required, for the purchase of the Property. However, Previous Participation Certification approval is only a threshold to HUD's review and potential approval of all other required documentation.

Based on the required documentation, as set forth in Part II, paragraph 5 of the Acknowledgment by Bidder, as well as any additional information independently obtained and verified by the Department, HUD will determine whether the Bidder has the requisite experience, qualifications and financial capacity to purchase the Property. This determination is a matter within HUD's sole and absolute discretion. If HUD determines that the Bidder does not have the experience, qualifications and/or financial capacity to purchase the Property, HUD will reject the bid and proceed to the next highest Bidder pursuant to the terms of the Invitation to Bid.

In the event that HUD rejects a bid, HUD will return the Bidder's Earnest Money Deposit, provided the Bidder has not failed to meet time limits required to submit documentation, or made any misrepresentation or material omission(s) in the Bidder's submission of the bid and supporting documentation. If the Bidder fails to properly submit all required documentation within the required time limit or HUD determines that the Bidder misrepresented his or her experience, qualifications or financial capacity to successfully own and operate the Property, or omitted a material fact(s), HUD will retain the Bidder's Earnest Money Deposit as liquidated damages and may seek any and all additional available remedies.

HUD may require the High Bidder to obtain the services of a qualified property management firm. Management acceptable to HUD (see paragraph 5 below) must be approved prior to closing.

- (i) If HUD approves the High Bidder as being qualified, the High Bidder will be confirmed as and identified as the Purchaser.
- (ii) If the high bid is rejected due to HUD's determination that the High Bidder is not qualified to

- purchase the Property, HUD will notify the High Bidder in writing.
- (b) If HUD rejects the High Bidder, and HUD elects to contact the Second High Bidder, and/or succeeding Bidders as Bidders withdraw or do not qualify, to purchase the Property. If contacted by HUD, the Second High Bidder or succeeding Bidder will be offered the opportunity to purchase the Property and will be given twenty-four (24) hours to submit the earnest money deposit. HUD will review the Bidder's post bid document submissions to determine if the Bidder is qualified to purchase the Property.
 - (i) If HUD approves the Bidder as being qualified, the Bidder will be confirmed as and identified as the Purchaser.
 - (ii) If the bid is rejected due to HUD's determination that the Bidder is not qualified to purchase the Property, HUD will notify the Bidder in writing.
 - (c) HUD's notification of rejection due to lack of qualifications, if applicable, shall be deemed to be given when mailed to the individual indicated in the Terms and Requirements of Foreclosure Sale - Acknowledgment by Bidder.
 - (d) The written rejection of the bid will be made as promptly as possible and generally within thirty (30) days after the date of the foreclosure sale.
4. **HANDLING OF THE EARNEST MONEY DEPOSIT:** The Earnest Money Deposit will be submitted by all Bidders to the Foreclosure Commissioner. The High Bidder's deposit will be held by HUD:
- (a) If HUD determines that the High Bidder is qualified to own and manage the Property, its bid is acceptable and the High Bidder complies with the requirements of this Invitation, HUD will apply the amount of the Earnest Money Deposit to the sales price at the closing of the foreclosure sale.
 - (b) If the bid amount is unacceptable, the Bidder's Earnest Money Deposit will be refunded.
 - (c) If the High Bidder is deemed unqualified to purchase the Property, and the High Bidder has complied with the requirements of this Invitation the Earnest Money Deposit will be refunded.
 - (d) If the High Bidder has failed to comply with the provisions outlined in this Invitation, the Earnest Money Deposit will be retained by HUD.
 - (e) Interest will not be paid on Earnest Money Deposits.
5. **REVIEW OF PROJECT MANAGEMENT:** HUD will review the statements and forms submitted as required in this Invitation, to determine, in its sole discretion, if the proposed management entity has the necessary qualifications to operate, manage, and/or administrate the type and nature of property (Property) being offered for sale. HUD may elect to discuss Property management plans after submission of the post-bid documents by the High Bidder. HUD reserves the right to reject the bid of any Bidder and retain the Earnest Money Deposit, if the Bidder does not provide management acceptable to HUD.
6. **CLOSING DATE REQUIREMENT:** The closing date and place will be determined by the Foreclosure Commissioner and/or HUD and will take place within the time period specified in the Acknowledgment, (Attachment B). The purchaser will be notified of said date and place by the Foreclosure Commissioner.
7. **EXTENSION OF CLOSING:** The right to extend the sales closing is expressly reserved by HUD as set forth in the Acknowledgment (Attachment B).

SECTION 5 – CLOSING

1. **EXECUTION OF USE AGREEMENT:** The Bidder that is confirmed as Purchaser and HUD will execute Attachment C, "Foreclosure Sale Use Agreement," at closing. HUD will have the Foreclosure Commissioner's Deed, Use Agreement and all attachments recorded.
2. **CASH DUE AT CLOSING:** Cash due at closing is the bid price less the earnest money deposit received, plus any prorations (see paragraph 3 below). Cash due at closing includes all initial deposits to reserve accounts, if applicable.
3. **PRORATIONS:** Purchaser is responsible for paying all outstanding assessments, real estate and property taxes, utility bills including, but not limited to, water/sewer, gas and electric, as well as any other liens/assessments encumbering the property not extinguished by the foreclosure sale action. These amounts will not be prorated. However, if Extension Fees were paid, and if the sale closes prior to the expiration of an extension period, the prorated amount of the Extension Fees for the unused portion of the extension period shall be credited toward the amount due from the Purchaser at closing.
4. **CLOSING EXPENSES:** Irrespective of local custom, the Purchaser shall pay all stipulated closing expenses, including, but not limited to, all documentary stamp taxes, and any costs in connection with a review of title or title insurance as may be requested by the Purchaser. HUD will pay recording fees for the transfer of title and recordation of the Use Agreement.
5. **METHOD OF PAYMENT:** Cash due at closing shall be paid in the form of a money order, certified check, or cashier's check made payable to:
THE SECRETARY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
6. **REPAIR ESCROW:** If Post-Closing Repair Requirements are included in the sale, at **closing** the Purchaser shall provide HUD with assurance that the required repairs will be completed. At HUD's sole discretion, either a Letter of Credit or Cash Escrow must be submitted by the Purchaser to ensure the completion of repairs:
 - (a) **Letter of Credit:** an unconditional, irrevocable, and nondocumentary Letter of Credit (LoC), or a group of no more than five (5) LoCs, in the amount indicated in the Property at a Glance. Such LoCs shall expire no earlier than six (6) months after completion of the stated required repairs. HUD will release the undrawn balance in the LoCs six (6) months after completion of repairs. Such undrawn balance shall be of an amount equal to ten percent (10%) of the total estimate of repairs.

- (b) **Cash Escrow:** in the amount indicated in the Property at a Glance to be held by HUD in a non-interest bearing account. The Cash Escrow will be returned to the Purchaser after the repairs have been satisfactorily completed, except for ten percent (10%) which will be held for an additional six (6) months.
7. **CONVEYANCE:** Conveyance of the Property shall be by Foreclosure Deed ("Deed"). The Deed will not contain any warranty of title.
8. **RECORDATION OF DEED:** HUD shall record the Deed and all other recordable documents. All recordation costs for the transfer of title and the Use Agreement shall be at the expense of HUD.
9. **DOCUMENTS (TO BE) FURNISHED OR EXECUTED AT CLOSING**
☒ Foreclosure Sale Use Agreement ☒ Letter(s) of Credit ☐ Cash Escrow ☒ Closing Statement

SECTION 6 – DISCLAIMERS

1. **DISCLAIMER:**
- (a) As stated in Section 1, paragraph 7, Bidders interested in purchasing this Property are expected to perform due diligence to arrive at conclusions as to physical condition, number and occupancy of revenue producing units, estimates of operating costs, repair costs (where applicable), and any other factors bearing upon valuation of the Property. **Any bid submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained in this Invitation and in any Addendum hereof.**
- (b) While care has been exercised to assure accuracy, all information provided is solely for potential purchasers to determine whether or not the Property is of such type and general character as might interest them in its purchase. **HUD makes no warranty as to the accuracy of such information.** The failure of any Bidder to inspect, or be fully informed as to the condition or value of the Property, or conditions of sale, will not constitute ground for any claim, demand, adjustment or withdrawal of a bid.
2. **UNAUTHORIZED ORAL STATEMENT OR MODIFICATIONS:** Any oral statement or representation by any representative of HUD changing or supplementing this Invitation, or any condition hereof, is unauthorized and shall confer no right upon the Bidder (Purchaser).
3. **HUD LIABILITY:** HUD's liability shall not exceed the amount of such portion of the bid price that has been paid to HUD.

Due diligence should be performed in advance of submitting a bid. While care has been exercised to ensure accuracy, all information provided is solely for the purpose of permitting parties to determine whether or not the Property is of such type and general character as to interest them in its purchase. HUD makes no warranty as to the accuracy of such information.

USE RESTRICTIONS

20 Years affordable rental housing.

TERMS OF SALE

- This is an "All-Cash" – "As-Is" sale. HUD is not providing financing for this sale. Payment of the full bid price must be presented at closing.
- No consideration will be given to a bid submitted by any party currently suspended or debarred from participating in HUD programs. As provided for in 24 CFR, Sec. 27, the defaulting mortgagor, or any principal, successor, affiliate, or assignee on the mortgage at the time of default shall not be eligible to bid on or otherwise purchase this property. (Principal and affiliate are defined at 24 CFR 200.215.)
- Bids for this property will only be considered for acceptance if properly submitted by following the bidding instructions which includes submitting the required earnest money, forms and statements as required in the bid kit. High Bidder will be reviewed to determine if qualified to purchase, own and manage the Property being offered.
- The High Bidder must certify to HUD that any/all Properties that are owned by the Bidder or its affiliates and are located in the same jurisdiction (City or Town) where the Property is located are in substantial compliance with applicable State and local housing statutes, regulations, ordinances and codes. See Attachment F, Certification of Substantial Compliance.
- High Bidder has the option to file the required Previous Participation Certification (Form HUD-2530) in electronic or paper format. **For questions concerning APPS contact the Multifamily Housing Systems Help Desk at 1-800-767-7588. For questions concerning Secure Systems contact the REAC Help Desk at 1-888-245-4860.**
- Repairs, estimated at \$356,269.00, must be completed to HUD's satisfaction within 12 months of closing. Refer to the Use Agreement, Rider "Required Rehabilitation, Repair Escrow", for more information.
- Closing is to be held 30 days after HUD notifies the High Bidder that they are qualified to purchase the Property being offered.
- If HUD authorizes an extension of the closing, the purchaser must pay a fee which is the greater of 1.5% of the bid price or HUD's holding costs of \$27.84 per unit per day for each 30 day period.
- Riders placed in the Deed will include the following: Affordability of Units; Rehabilitation, Repair Escrow; Lead-Based Paint Hazards; Asbestos Hazards; Nondiscrimination Against Multifamily Section 8 Certificate and Voucher Holders; Harmful Chemical Hazards; Mold Hazards

PROSPECTIVE BIDDERS SHOULD READ AND THOROUGHLY UNDERSTAND ALL INFORMATION PROVIDED HEREIN AND IN THE BID KIT PRIOR TO SUBMITTING A BID.

INFORMATION AND BID KIT

INFORMATION and BID KIT may be viewed or printed at

http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/pd/mfplst.

You may also sign up for our electronic mailing list at

<http://www.hud.gov/subscribe/signup.cfm?listname=Multifamily%20Property%20Disposition&list=mfpd-l>. If you do not have access to the internet or cannot download a PDF file, you may contact the Realty Specialist identified below to obtain a copy of the bid kit.

Bids for Fortner Manor Apartments:

MUST BE PRESENTED ON: October 6, 2011

At: 1:00 pm (local time)

Location of Foreclosure Sale:

Housing and Urban Development

New Orleans Office

500 Poydras Street, 9th floor Training Room

New Orleans, LA 70130

HUD Office and Contact Information for submission of documents:

Fort Worth HUD Office

Multifamily Property Disposition Center, 6AHMLAT

801 Cherry Street, Unit #45, Ste. 2500

Fort Worth, TX 76102

Realty Specialist: Debie Bolin

Phone: (817) 978-5822

Fax: (817) 978-6018

Email: debief.bolin@hud.gov

INSPECTION OF PROPERTY

HUD does not own or operate this facility and cannot grant access for viewing. Viewing is at the discretion of the current owner. No Open House has been scheduled for this sale.

ATTACHMENT B

TERMS AND REQUIREMENTS OF FORECLOSURE SALE - ACKNOWLEDGMENT BY BIDDER

PART I

BID PRICE - The Undersigned, _____, (the "High Bidder") submits a bid of _____ dollars (\$) at the foreclosure sale of Fortner Manor Apartments (the "Project" or the "Property"), the legal description of which is included as Exhibit A, to be paid as follows:

1. \$ 25,000 in the form of a money order, certified check, or cashier's check, as the Earnest Money Deposit ("Earnest Money"), which has been submitted at the foreclosure sale to the Foreclosure Commissioner, and which shall not earn interest (the "Deposit"), **and**
2. \$ _____ the balance of the bid price ("sales price"), to be paid by the High Bidder at Closing, in the form of a money order, certified check, or cashier's check in accordance with this Terms and Requirements of Foreclosure Sale – Acknowledgment by Bidder ("Acknowledgment by Bidder"). The Closing will be held at a place, date and time established in accordance with Part II, paragraph 6 below (the "Closing").
3. In addition to the above, the High Bidder will be required to pay at Closing all closing costs, regardless of local custom, and, where applicable, deposits to reserve accounts and/or Letters of Credit, Cash Escrow, or Payments and Performance Bonds, as described in Riders incorporated herein, the Invitation for Bid ("Invitation"), and the Foreclosure Sale Use Agreement ("Use Agreement").

PART II

The High Bidder, by executing this document, acknowledges the following requirements as conditions of purchasing the Property:

1. **ACKNOWLEDGMENT OF TERMS:** High Bidder affirms to have full knowledge of all the terms, conditions and requirements contained in this Invitation, including this Acknowledgment by Bidder and documents referred to herein, the Invitation and attachments, the Use Agreement and Riders, and the Notice of Default and Foreclosure Sale. Bidder must execute this Acknowledgment by Bidder.
2. **EXECUTION OF USE AGREEMENT:** At Closing, High Bidder will, in addition to any other related documents, execute the Foreclosure Sale Use Agreement ("Use Agreement") and all of the Exhibits to the Use Agreement as contained in the Invitation. Such documents will control the use of the Property for a specified period, be recorded with the Deed, and run with the land.
3. **CERTIFICATION OF SUBSTANTIAL COMPLIANCE (Attachment F):** The High Bidder must provide Certification to HUD (**within two (2) Federal Government business days after the foreclosure sale**) that any other Properties that are owned by the High Bidder or its affiliates and are located in the same jurisdiction (city or town) as the Property are in substantial compliance with applicable State and/or local housing statutes, regulations, ordinances and codes. HUD may, in its discretion, verify the accuracy of such certification and request supporting documentation from the High Bidder. The complete and original Attachment F must be received by the Realty Specialist identified in the Property at a Glance. If HUD determines in its sole discretion that such other Properties are not in substantial compliance, HUD will have the right to refuse to sell the Property to the High Bidder and retain the Earnest Money Deposit.
4. **PREVIOUS PARTICIPATION CERTIFICATION:**
 - (a) **Within Two (2) Federal Government business days after the Foreclosure Sale:**

The High Bidder must submit the Previous Participation Certification in **either electronic or paper form:**

 - (i) **Paper Form HUD-2530:**

High Bidder, if using paper form (submittal) of the Previous Participation Certification (Form HUD 2530) , must submit the original and executed form, **complete with organizational chart**, to the Realty Specialist identified in the Property at a Glance, **or**
 - (ii) **Electronic Form HUD-2530:**
 - a. **High Bidder not registered in APPS and Secure Systems,** must submit certification that the Bidder has registered in APPS and Secure Systems. This certification must be submitted to the Realty Specialist identified in the Property at a Glance and can be in the form of a copy of the Participant Successfully Registered page from the APPS system **and** a copy of the Multifamily Coordinator and User Registration page from Secure Systems **or** a copy of the Participant Detail page. The High Bidder is also responsible for submitting any changes necessary for principals, tax ID, and ownership in the APPS system, **or**
 - b. **High Bidder registered in APPS and Secure Systems,** must fax a copy of the Participant Detail page to the Realty Specialist identified in the Property at a Glance.

(See APPS User Guide-Industry, Chapter 16 for printing instructions).

Within Ten (10) Federal Government business days after the Foreclosure Sale:
If High Bidder is using a professional management company (Management Agent), the High Bidder is responsible for ensuring that the Management Agent submits the required Previous Participation Certification in **either electronic or paper form:**

 - (i) **Paper Form HUD-2530:**

Management Agent, if using paper form (submittal) of the Previous Participation Certification

- (b) (Form HUD 2530), must submit the original and executed form, **complete with organizational chart**, to the Realty Specialist identified in the Property at a Glance, **or**
- (ii) **Electronic Form HUD-2530:**
- Management Agent not registered in APPS and Secure Systems** must submit certification that the Management Agent has registered in APPS and Secure Systems. This certification must be submitted to the Realty Specialist identified in the Property at a Glance and can be in the form of a copy of the Participant Successfully Registered page from the APPS system **and** a copy of the Multifamily Coordinator and User Registration page from Secure Systems **or** a copy of the Participant Detail page). The High Bidder is also responsible for submitting any changes necessary for principals, tax ID, and ownership in the APPS system, **or**
 - Management Agent registered in APPS and Secure Systems** must fax a copy of the Participant Detail page to the Realty Specialist identified in the Property at a Glance.
(see APPS User Guide-Industry, Chapter 16 for printing instructions)
- (c) **Within Fifteen (15) Federal Government business days after the Foreclosure Sale:**
If High Bidder and/or Management Agent elected to file the required Form HUD-2530 electronically (e2530) and did not submit the paper Form HUD-2530s within the time frames specified above, the High Bidder and/or Management Agent must electronically file the e2530 within fifteen (15) days of the foreclosure sale and fax a printed copy of the 2530 Submission Package to the Realty Specialist identified in the Property at a Glance. (See APPS User Guide-Industry, Chapter 16, for printing instructions).

5. WRITTEN STATEMENT OF EXPERIENCE:

All of the following required documentation must be submitted to HUD within five (5) Federal government business days of the date of the foreclosure sale.

Required Documentation: Bidder must submit a written statement, to the Realty Specialist identified in the Property at a Glance, demonstrating generally five (5) years of experience in successfully owning and managing properties similar to the property being sold. The statement shall provide the following information for all similar properties to the property being sold, not to exceed three (3) specific examples. The written statement should not exceed five (5) pages per property.

- The location of other owned multifamily properties.
- The number of units and construction type (garden, walk-up, hi-rise) for each property.
- Identify properties that have government assistance and type of assistance, i.e., project-based assistance, tenant-based voucher assistance, etc.
- Identify the initial physical needs of each property and how they were addressed.
- Identify the social needs of each property and how they were addressed.
- Identify the economic needs of each property and how they were addressed.

For the Property being sold, provide the following documentation:

- Describe how Bidder will satisfy conditions of the sale, i.e., repair program, income and rent limitations, etc.
- Describe how Bidder will implement a sound financial and physical management program for the Property.
- Describe Bidder's methods for responding to the needs of the tenants and working cooperatively with resident organizations.
- Describe how Bidder will provide adequate organizational staff and financial resources to the property.
- Provide statement of services, maintenance and utilities which Bidder will provide to property.
- Provide a statement disclosing government assistance to be utilized.

Based on the required documentation set forth above, as well as any additional information independently obtained and verified by the Department, HUD will determine whether the Bidder has the requisite experience, qualifications and financial capacity to purchase the Property. This determination is a matter within HUD's sole and absolute discretion. If HUD determines that the Bidder does not have the experience, qualifications and/or financial capacity to purchase the Property, HUD will reject the bid and proceed to the next highest Bidder pursuant to the terms of the Invitation to Bid.

6. ESTABLISHMENT OF CLOSING DATE, TIME AND PLACE:

- Time is of the essence.
- HUD will notify the High Bidder and the Foreclosure Commissioner in writing after HUD determines that the High Bidder has been approved to purchase the Property. Approval to purchase is subject to review and approval of Bidders' written statements and HUD forms as required for purchase in Section 4 (Post Foreclosure Sales Procedures) of the Invitation, and in Attachment B, Terms and Requirements of Foreclosure Sale – Acknowledgment by Bidder, specifically Part II, paragraph 20. The Closing **shall be within thirty (30) days of such notification**, unless extended pursuant to paragraph 11 below.
- The Foreclosure Commissioner will establish a time and date for the Closing. The Closing will take place at a site agreed upon between HUD and the Commissioner.

7. CLOSING, CLOSING EXPENSES AND TRANSFER OF POSSESSION:

- The sale shall be effective upon Closing.
- High Bidder/Purchaser shall pay all closing costs and expenses, excluding fees for recording the Deed and Use Agreement, irrespective of local custom. Recording fees shall be paid by HUD.
- Transfer of title and possession of the Property shall become effective as of the Closing date.

8. PAYMENT OF BID PRICE AT CLOSING: The High Bidder/Purchaser shall pay the balance of the bid price (sales

price) at Closing in the form of a money order, certified check or cashier's check made payable to:

THE SECRETARY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

9. REPAIR ESCROW: At Closing the High Bidder/Purchaser shall submit to HUD:
An unconditional, irrevocable and non-documentary Letter of Credit (LoC), in the amount of \$ 97,974, which shall remain in effect and may be drawn on by the Secretary for at least eighteen (18) months, 6 months past the deadline for repairs stated above, from the date of this Agreement.
10. LIQUIDATED DAMAGES: Should the High Bidder/Purchaser fail or refuse to perform all obligations under the Invitation (which includes this Acknowledgement by Bidder) for any reason including, but not limited to, failure to establish the legal entity that is to take title in a timely manner that permits Closing within the deadline set forth in paragraph 6, the Earnest Money Deposit and any Extension Fees, paid under Section 11, shall be retained by HUD as liquidated damages.
11. EXTENSION FEES: The granting of extensions of time to close the sale is within HUD's sole and absolute discretion. Any extension, if granted, will be on the following conditions:
- (a) A written request for an extension must be received at the HUD office indicated below within fifteen (15) days prior to the prescribed Closing date, or within any extension period and **must be accompanied by the payment** of the required extension fee. The request must state the reason for Bidder's inability to close the sale within the initial period or any extended period.
Fort Worth Multifamily PD Center
Attn: Scott R. Bearden, Director
801 Cherry Street, Unit #45, Ste. 2500
Fort Worth, TX 76102
 - (b) Extensions shall be for thirty (30) days.
 - (c) For each thirty (30) day period requested by High Bidder/Purchaser and approved by HUD, extension fees shall be equal to;
 - (i) \$ 28.74, per unit, per day, which is \$ 689.76 daily, a cost of \$ 20,692.8, which covers the 30-day period (the holding cost for such period), **or**
 - (ii) one and one-half percent (1.5%) of the bid price, whichever is greater.
 - (d) The Extension Fees shall be retained by HUD and shall not be credited to the amount due from High Bidder/Purchaser at Closing. However, if the sale closes prior to the expiration of an extension period, the prorated amount of the Extension Fee, for the unused portion of the extension period, shall be credited toward the amount due from High Bidder/Purchaser at Closing.
 - (e) The granting of one or more extensions shall not obligate HUD to grant additional extensions.
 - (f) If any form or instrument required by HUD is not submitted within sufficient and reasonable time for HUD's review or processing and such delay necessitates an extension of the Closing deadline, an Extension Fee must be paid for this period.
 - (g) Extension Fees must be submitted by money order, certified check or cashier's check acceptable to HUD.
12. BIDDER RESTRICTIONS:
- (a) No Member of/or Delegate to Congress, resident commissioner, or local elected official, shall be admitted to any share or part of this sale, or to any benefit arising from it. However, this provision does not apply to this sale to the extent that this sale is made with a corporation for the corporation's general benefit.
 - (b) If Bidder is, or becomes suspended, debarred, or temporarily denied from participating in HUD programs prior to Closing, this sale shall be terminated. In addition, if such suspension, debarment or temporary denial of participation occurs either before or after Bidder's execution of this Acknowledgment, any extension fees paid under paragraph 11 shall be retained by HUD as liquidated damages.
 - (c) Pursuant to 24 CFR Part 27.20(f), the defaulting mortgagor, or any principal, successor, affiliate, or assignee thereof, on the multifamily mortgage being foreclosed, shall not be eligible to bid on, or otherwise acquire, the Property being foreclosed by the Department under this subpart or any other provision of law. A "principal" and an "affiliate" are defined as provided at 24 CFR 200.215.
13. AS-IS SALE; NO REPRESENTATIONS:
- (a) High Bidder/Purchaser shall accept the Property "as is." HUD makes no representations or warranties concerning the physical condition of the Property. In addition, HUD does not represent or warrant the number and occupancy of revenue producing units, or any factor bearing upon the value of the Property.
 - (b) Bidder acknowledges that the bid price (sales price) set forth in this Acknowledgment is based on Bidder's evaluation of the Property and not upon any representations by HUD. Bidder's failure to inspect, or to be fully informed as to any factor bearing upon the valuation of the Property, shall not affect the liabilities, obligations or duties of HUD, nor be a basis for termination of this sale or for the return of any Earnest Money Deposit or Extension Fees paid to HUD.
14. RISK OF LOSS AND RIGHTS OF RESCISSION: In the event of any substantial damage to the Property prior to Closing by any cause including, but not limited to, fire, flood, earthquake, tornado and significant vandalism other than willful acts or neglect, HUD, in its sole discretion, may negotiate with the Bidder for a reduction in the bid price corresponding to the estimated amount of damages. Such amount shall be added to the Post-Closing repair

requirements, Form HUD – 9552, included in the Invitation. If HUD fails to negotiate a bid price reduction or if the High Bidder/Purchaser and HUD are unable to agree on the amount by which the bid price should be reduced or on the amendment to the repair requirements, High Bidder/Purchaser may withdraw the bid. In such case, HUD will return the Earnest Money Deposit and any Extension Fee(s) paid, *unless* there is cause to retain the Earnest Money Deposit based on breach of the Invitation and/or Acknowledgment by Bidder.

15. PRORATIONS:

- (a) High Bidder/Purchaser is responsible for paying all outstanding assessments, real estate and property taxes, utility bills including, but not limited to water/sewer, gas and electric which are not extinguished by the foreclosure. These costs will not be prorated. However, if Extension Fees were paid and if the sale closes prior to the expiration of an extension period, a prorated amount of the Extension Fees, for the unused portion of the extension period, shall be credited toward the amount due from High Bidder/Purchaser at Closing. The High Bidder/Purchaser will be responsible for expenses incurred by the Property after Closing. *Bidders are required to determine outstanding expenses/assessments/liens as part of its due diligence and take those outstanding expenses into consideration when submitting bids.*
- (b) The High/Bidder/Purchaser is responsible for paying in full all taxes that come due after Closing. Taxes paid by the Purchaser after the Closing date will not be prorated, even if those taxes are for a period prior to Closing.

16. SECURITY DEPOSITS: APPLICATION AS CHECKED:

Notwithstanding State or local law, the High Bidder/Purchaser will receive only those security deposits which are on hand at the Property on the date of Closing. The High Bidder/Purchaser will assume all liability under State and local law with respect to security deposits.

17. LIMITATION OF LIABILITY: In no event shall HUD's liability exceed the portion of the bid price that has been paid to HUD.

18. ANTI-COLLUSION CERTIFICATION:

- (a) The High Bidder/Purchaser certifies:
 - (i) The bid price in this offer has been arrived at independently, without (for the purposes of restricting competition) any consultation, communication, or agreement with any other Bidder relating to:
 - a. the bid price;
 - b. the intention to submit a bid price; or
 - c. the methods or factors used in calculating the bid price offered.
 - (ii) The bid price in this offer has not been and will not be knowingly disclosed by the High Bidder, directly or indirectly, to any other High Bidder or competitor before or during the actual time of the bid event, unless otherwise required by law; **and**
 - (iii) No attempt has been made or will be made by the High Bidder to induce any other Bidder to submit or not to submit a bid price for the purpose of restricting competition.
- (b) If the bid procedure requires or permits written bids, each signature on the offer is considered to be certification by the signatory that the signatory:
 - (i) Is the person in the Bidder's organization responsible for determining the bid price being offered in this bid and that the signatory has not participated and will not participate in any action contrary to paragraph (a) above; **or**
 - (ii) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraph (a), above;

Name: _____

Title: _____

Organization responsible
for determining price _____

- a. As an authorized agent, does certify that the principals named in the above have not participated, and will not participate, in any action contrary to paragraph (a) above; **and**
- b. As agent, has not personally participated, and will not participate, in any action contrary to paragraph (a) above.

19. FAILURE TO COMPLY: Upon the failure or refusal of the High Bidder to comply with any of the requirements listed above or elsewhere in this Invitation, HUD may declare the Bidder ineligible to purchase the Property. In which case High Bidder shall forfeit the Earnest Money Deposit and any Extension Fees paid.

HUD reserves the right to review, approve or reject the proposed management. If HUD determines that the High Bidder is not qualified to self-manage the Property, HUD, in its sole discretion, may either reject the bid or require the High Bidder to obtain the services of a property management firm satisfactory to HUD. If HUD chooses the later, the High Bidder must provide HUD with evidence that a qualified property management firm has been retained. If High Bidder does not meet this obligation, HUD reserves the right to reject the bid and retain the High Bidder's Earnest Money Deposit and any Extension Fees paid.

20. REQUIRED STATEMENTS AND FORMS:

Not later than five (5) Federal Government business days after oral notification at the foreclosure sale of being the High Bidder, the Bidder must demonstrate the ability to meet HUD requirements for purchase of the

Property by submitting the Written Statement as provided in Part II, paragraph 5 above, to the Realty Specialist identified in the Property at a Glance.

Not later than ten (10) Federal Government business days after oral notification at the foreclosure sale of being the High Bidder, the Bidder must demonstrate the ability to meet HUD requirements for purchase of the Property by submitting the documents checked below to the Realty Specialist identified in the Property at a Glance:

- ☐ Affirmative Fair Housing Marketing Plan (Form HUD-935A)
- ☒ Previous Participation Certification (Form HUD-2530) for purchasing entity, if different from the bidding entity (Refer to Invitation, Sections 2 and 4 and the Acknowledgment by Bidder, Part II, paragraph 4, "Previous Participation Certification" for more information)
- ☒ Previous Participation Certification (Form HUD-2530) for the Management Agent, if applicable (Refer to Invitation, Sections 2 and 4 and the Acknowledgment by Bidder, Part II, paragraph 4, "Previous Participation Certification" for more information)
- ☒ Personal Financial and Credit Statement (Form HUD-92417), for each proposed principal/general partner
- ☒ Management Entity Profile (Form HUD-9832)
- ☒ Project Owner's Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839A)
- OR**
- ☒ Project Owner's/Management Agent's Certification for Multifamily Housing Projects for Identity-of-Interest or Independent Management Agents (Form HUD-9839B)

OR

- ☐ Project Owner's/Borrower's Certification (Form HUD-9839C) for elderly housing project managed by Administrators only

(Only one of the Forms, 9839 A, B or C, will be required for management certification)

NOTICE: It is the High Bidder's responsibility to ensure compliance with form and document submission as required in Part II, paragraph(s) 3, 4, 5 and above in this paragraph. Failure to submit or comply with any requirements of the Invitation or Acknowledgment may result in Bidder being declared ineligible to purchase the Property. In such case the Bidder shall forfeit the Earnest Money Deposit and any Extension Fees paid.

All forms and instruments referred to in this Acknowledgment are standard HUD forms and instruments prepared by HUD, used by HUD in the jurisdiction in which the Property is located and contain any additional covenants and conditions required by the Invitation.

21. SEVERABILITY - If for any reason one or more of the provisions contained in the Invitation, including this Acknowledgment, the Use Agreement, or any other attachments or exhibits thereto, shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) of the Invitation, but the Invitation shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included therein.
22. RIDERS TO THE USE AGREEMENT:
The High Bidder acknowledges the receipt of the Use Agreement applicable to this Property's sale and the inclusion of the following Riders to that Use Agreement:
 - ☒ Affordability of Units
 - ☒ Nondiscrimination Against Multifamily Section 8 Certificate Holders and Voucher Holders
 - ☒ Required Rehabilitation, Repair Escrow, Relocation
 - ☒ Lead-Based Paint Hazards
 - ☒ Asbestos Hazards
 - ☒ Mold Hazards
 - ☒ Harmful Chemical Hazards
23. EXECUTION
 - (a) By signature below, High Bidder indicates acknowledgment of and agreement to the terms and requirements of this foreclosure sale.
 - (b) In the case of a bid submitted by an agent or representative of the High Bidder, the signatory attests to be duly authorized to submit the bid on behalf of the High Bidder and to execute this Acknowledgment.

WARNING: It is a crime to knowingly make false statements to the United States in this document or any other document related to this sale. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code, Section 1001 and Section 1010.

Executed by the Bidder on the _____ day of _____, 20_____.

Witness: _____

By: _____

Typed Name: _____

Typed Name: _____

Address: _____

City, ST Zip: _____

Phone No. with Area Code: (____) _____ - _____

ATTACHMENT C
FORECLOSURE SALE USE AGREEMENT

This Agreement is entered into by _____ ("Purchaser") and the Secretary of Housing and Urban Development ("Secretary" or "HUD").

WHEREAS, pursuant to the provisions of the Multifamily Mortgage Foreclosure Act, 12 U.S.C. Sections 3701 et seq. (the "Act"), and the Department of Housing and Urban Development's regulations thereunder at 24 C.F.R. Part 27, the Secretary has elected to exercise the nonjudicial power of sale provided under the Act, or pursuant to a judicial foreclosure the Secretary has elected to apply Section 367(b) of the Act, with respect to Fortner Manor Apartments, HUD Project No. 064-HD022, (the "Project" or the "Property") a legal description of which is attached as Exhibit "A"; **and**

WHEREAS, pursuant to the Act and to provisions of 12 U.S.C. Section 1715z-11a(a), and the Department of Housing and Urban Development regulations thereunder at 24 CFR Part 290, the Secretary has authority to impose certain use restrictions, as set forth in this Agreement, on the property subject to a mortgage held by the Secretary that is sold at foreclosure to a purchaser other than HUD; **and**

WHEREAS, by Deed executed this ___ day of _____, 20____, by _____, the Property has been conveyed to the Purchaser; **and**

NOW THEREFORE, in consideration of the mutual promises set forth herein and in further consideration of the sale of the Property to the Purchaser, the parties agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect,
☒ twenty years from the date of this Agreement **or** ☐ until
2. **CONVEYANCE:** During the term of this Use Agreement, any conveyance of the Property must have prior written approval of HUD. Any request for HUD's approval of conveyance must include the entity and all principals obtaining Previous Participation Certification approval (clearance), submission of a signed Certification of Substantial Compliance, and a signed Agreement to Abide by Use Agreement. HUD's approval of conveyance will be based on information provided in written statements of how the Purchaser, or any subsequent Purchaser, in consideration of any and all existing use restrictions, will:
 - (a) Implement and/or continue to comply with all existing use restrictions.
 - (b) implement sound financial and physical management program;
 - (c) respond to the needs of the residents and work cooperatively with resident organizations;
 - (d) provide adequate organizational staff and resources to manage the Property; and
 - (e) provide evidence of a minimum of five years substantive experience owning and managing subsidized multifamily properties with tenant-based Section 8 assistance.

Conveyance is defined as any sale, assignment, transfer, leasehold estate, or conveyance of the property or any ownership interest. In addition, a merger, conversion, share exchange, long term leasehold estate, interest exchange of corporate or partnership interest is also considered a transfer/conveyance of the property and require prior written approval from HUD.

The preceding provisions shall be applicable and in full force and effect notwithstanding that any applicable statutory law or case decision provide that any such merger or conversion or share (or interest) exchange, or leasehold estate transaction does not constitute or involve the occurrence of a "transfer" or "assignment" of real estate interest or other assets of a constituent party to any such transaction.

3. **PROJECT MANAGEMENT:** HUD reserves the right to approve management for the property during the term of this Agreement. Any proposed property manager must demonstrate a minimum of five years substantive experience managing subsidized multifamily properties of similar size and complexity. If Housing Choice Vouchers are being issued to eligible residents of the property, any proposed property manager must demonstrate a minimum of five years experience managing multifamily properties with such tenant-based rental assistance.

Any change in management of the Property must have HUD's prior written approval. Any request for HUD's approval of the proposed purchaser's/owner's management of the property must include the entity and all principals obtaining Previous Participation Certification approval (clearance) and the proposed management agent for the property must submit for HUD's review and approval the following documents/forms:

- Management Entity Profile (Form HUD-9832),
- Project Owner's Certification for Owner-Managed Multifamily Housing Projects (Form HUD-9839A) **or**
- Project Owner's/Management Agents Certification for Multifamily Housing Projects for Identity-of-Interest (Form HUD-9839B), **or**
- Project Owner's/Borrower's Certification - for elderly housing project managed by Administrators only (Form HUD-9839C).

(Only one of the Forms 9839 A, B or C will be required for management certification.)

4. **SUBJECT TO EXAMINATION:** If used as rental housing, the Property shall at all times,
 - (a) Be maintained in decent, safe and sanitary condition and in good repair to the greatest extent possible,
 - (b) Maintain full occupancy to the greatest extent possible,

- (c) Be maintained as rental housing for the term of this Agreement,
- (d) Be obligated to provide annual financial statements to HUD (24 CFR parts 5 and 200), and
- (e) Be subjected to periodic HUD inspections or inspections under REAC protocol (24 CFR parts 5 and 200).

At the request of the Secretary, Purchaser must supply evidence by means of occupancy reports, physical condition reports, reports on operations, or any evidence as requested to ensure that the above requirements are being met.

5. **UNIT NUMBER OR USE CHANGE** - Changes to the use, number, size, or configuration of residential units in the Property; e.g., apartment units, beds in a care facility, from the use as of the date of this Agreement, must receive the written prior approval of HUD.
6. **NON-DISCRIMINATION REQUIREMENTS** - The Purchaser will comply with the provisions of all Federal, State, or local laws prohibiting discrimination in housing.
7. **HAZARD INSURANCE** - Hazard insurance shall be maintained in an amount to ensure that the Purchaser is able to meet the rental housing requirements described in this Agreement.
8. **DESTRUCTION OF PROJECT** - In the event that any or all of the Property is destroyed or damaged by fire or other casualty, the money derived from any insurance on the Property shall be applied to rebuild or replace the property destroyed or damaged, unless the Secretary gives written approval to use insurance proceeds for other purposes.
9. **DEMOLITION OF PROJECT PROPERTY** - The Purchaser will not demolish any part of the Property or withdraw any part of the Property from use (except as temporarily necessary for routine repairs), without the prior written approval of HUD.
10. **REMEDIES FOR NONCOMPLIANCE** - Upon any violation of any provision of this Agreement by the Purchaser, HUD may give written notice thereof to the Purchaser by registered or certified mail, addressed to the address stated in this Agreement, or such other address as subsequently, upon appropriate written notice thereof to the Secretary may be designated by the Purchaser as its legal business address. If such violation is not corrected to the satisfaction of the Secretary within thirty (30) days after the date such notice is mailed or within such further time as HUD reasonably determines is necessary to correct the violation, without further notice, HUD may declare a default under this Agreement and may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of this agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement, and/or such other relief as may be appropriate, since the injury to the Secretary arising from a default of the terms of the Agreement would be irreparable and the amount of damage would be difficult to ascertain. The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy under any provision of the law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not construe a waiver of the right to exercise that or any other right or remedy at any time.
11. **SUCCESSORS AND ASSIGNS** -This Agreement is binding upon the Purchaser's heirs, successors and assigns. The Purchaser agrees that if title to the Property is conveyed during the term of this Agreement, the Purchaser will require its purchaser to assume in writing its obligations under this Agreement.
12. **RESTRICTIONS** - No Member of Congress or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the benefits of the Use Agreement, but this provision shall not be construed to extend to this Use Agreement if the Use Agreement is made with a corporation for its general benefit.
13. **CONTRADICTORY AGREEMENTS** - The Purchaser certifies that it has not, and agrees that it will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this agreement, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict with this Agreement.
14. **SEPARABILITY** - The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.
15. **AMENDMENT** - This Agreement may be amended by the mutual written consent of the parties, except those provisions required by statute.
16. **RIDERS TO THE USE AGREEMENT** - The Riders checked and initialed by the parties are attached to and incorporated into this Use Agreement and will be placed in the Deed to run with the land.

<input checked="" type="checkbox"/> Affordability of Units	<input checked="" type="checkbox"/> Lead-Based Paint Hazards
<input checked="" type="checkbox"/> Nondiscrimination Against Multifamily Section 8 Certificate Holders and Voucher Holders	<input checked="" type="checkbox"/> Asbestos Hazards
<input checked="" type="checkbox"/> Required Rehabilitation, Repair Escrow, Relocation	<input checked="" type="checkbox"/> Mold Hazards
	<input checked="" type="checkbox"/> Harmful Chemical Hazards

17. **PRIORITY** – This foreclosure Use Agreement shall be recorded against the property in a superior position to any post foreclosure liens or mortgage debts.

IN WITNESS WHEREOF:

The Purchaser has executed this Use Agreement _____ day of _____, 20____.

WITNESS:

PURCHASER:

By: Signature

Typed Name of Purchaser

Street Address

City, State, Zip Code

The U.S. Department of Housing and Urban Development (HUD) has executed this Use Agreement this _____ day of _____, 20____.

WITNESS:

FOR: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: _____

Official's Typed Name

Title

Exhibit A
Legal Description

THAT PORTION OF GROUND, situated in the Third District of the City of New Orleans, Parish of Orleans, State of Louisiana, in Square 1185 bounded by Lapeyrouse Street, North Miro Street, North Tonti Street and Onzago Street, designated as Lot Y, on a plan of survey made by Adloe Orr, J., C. E. dated February 26 1947, a blue print copy of which is attached to an act passed before John H. Hammel, Jr., Notary Public, dated June 6, 1947, and according to which said lot commences at a distance of 32 feet from the corner of North Miro Street and measures thence 175 feet 10 inches 5 lines front on Lapeyrouse Street, the same width in the rear, by a depth of 132 feet 11 inches between equal and parallel lines.

And further as in accordance with a survey by Richard T. Dading, Surveyor, Dading, Marques & Associates, Inc., dated February 1, 1994, updated November 17, 1998 and updated September 27, 1999 and according to which said property is described as follows:

From the intersection of the easterly right of way line of N. Miro Street and with the northerly right of way line of Lapeyrouse street and measure N 52 degrees 27 minutes 50 seconds W, along the northerly right of way line of Lapeyrouse Street, a distance of 32.0 feet to the Point of Beginning; thence continue along the northerly right of way line of Lapeyrouse Street, N 52 degrees 27 minutes 50 seconds W, a distance of 175.89 feet to a point; thence measure N 37 degree 00 minutes 00 seconds E, a distance of 132.92 feet to a point; thence measure S 52 degrees 27 minutes 50 seconds E, a distance of 175.89 to a point; thence measure S 37 degrees 00 minutes 00 seconds W, a distance of 132.92 feet to the Point of Beginning.

RIDER 1 OF 7
AFFORDABILITY OF UNITS

The Use Agreement includes the following provisions:

Use Restriction

1. The Purchaser (Owner) must maintain the property as affordable rental housing for a period of twenty (20) years after the date of this Deed or such earlier time as the Secretary may specify in writing (the "Restricted Period").
2. Any change to the number or configuration of residential units required to be maintained, as affordable rental housing must receive prior written approval from HUD.
3. The Purchaser (Owner) will not unreasonably refuse to lease units to, or otherwise discriminate against, very low-income families.

Eligibility Requirement at Initial Occupancy

1. The Purchaser (Owner) will affirmatively market 24 dwelling units to families with adjusted gross annual income that does not exceed eighty percent (80 %) of the area median income, adjusted for family size.
2. If the Purchaser (Owner) is temporarily unable to lease all of the specified number of dwelling units to low-income families, one or more units may be leased to families with adjusted gross annual income that does not exceed one-hundred fifteen percent (115%) of the area median income, adjusted for family size, only with HUD's prior written approval. In requesting such approval, the Purchaser (Owner) must demonstrate that:
 - (a) reasonable steps have been taken to attract low income families, including using marketing activities most likely to attract such eligible applicants, **and**
 - (b) has leased or is making good-faith efforts to lease the units to eligible and otherwise acceptable families, including taking all feasible actions to fill vacancies by renting to such families, **and**
 - (c) has not rejected any such applicants except for reasons acceptable to HUD.

Affordability

Maintenance of Rents at Affordable Levels

For **new, or turnover** tenants, affordable means **the least of:**

- (a) the unit rent does not exceed thirty percent (30%) of eighty percent (80%) of the area median income (not necessarily the income of the family), as determined by HUD, with adjustments for family size, less a reasonable utility allowance for utilities paid by the tenant; **or**
- (b) the Section 8 Voucher Payment Standard, less the utility allowance established by the voucher provider; **or**
- (c) Market Rent in the immediate area established by a rent comparability study prepared, at the Purchaser's (Owner's) expense, in accordance with HUD requirements.

Annual certification

The Purchaser (Owner) shall certify to HUD annually, in a manner acceptable to HUD, that the requirements in the above paragraphs have been fulfilled.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

NONDISCRIMINATION AGAINST MULTIFAMILY SECTION 8 CERTIFICATE HOLDERS AND VOUCHER HOLDERS

(Applies to Rental Housing not covered by a HAP Contract)

The Use Agreement includes the following provisions:

Nondiscrimination

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, the Purchaser, any/all successors and assigns, agrees not to unreasonably refuse to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation (hereinafter referred to as Section 8). This provision is limited in application, for tenants or applicants with Section 8 Certificates or Vouchers, to those units that rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by HUD.

If the Purchaser breaches this provision, HUD and/or one or more third - party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such provision and to enjoin any acts which are in violation of such provision. For the purposes of this provision, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER_____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT_____

RIDER 3 OF 7
**REQUIRED REPAIRS
REPAIR ESCROW**

The Use Agreement includes the following provisions:

Repairs

1. Schedule of Completion: The Purchaser covenants that the Property will be repaired within twelve (12) months from the date of this Use Agreement in accordance with all applicable state and local laws, codes, ordinances and regulations, and Physical Condition Standards pursuant to 24 CFR Part 5, and other requirements set forth in the Form HUD-9552 and work write-up.
2. Extensions: If the Purchaser cannot complete the repairs within the time provided in paragraph 1:
 - (a) The Purchaser must submit a written request for an extension of time to complete the repairs no later than thirty (30) days prior to the expiration of the time allowed; the request must be delivered to HUD and state the reason for the Purchaser's inability to complete the repairs.
 - (b) The granting of one or more extensions shall not obligate HUD to grant additional extensions.
 - (c) Extensions of time to complete repairs are within HUD's sole and absolute discretion.
2. Reports: The Purchaser must submit quarterly reports to HUD on the progress of repairs. The report will be in a format approved by HUD.
3. If Purchaser fails to comply with paragraph 1, above, and no extension by written agreement has been granted by the Secretary, the Secretary and/all successors in office shall be entitled to:
 - (a) Enter and terminate the estate hereby conveyed, or
 - (b) Cash Purchaser's Loc(s) and apply the funds to perform or correct such work, or for such purposes as HUD deems appropriate, or
 - (c) Request payment or performance under any payment and/or performance bond.These rights and remedies may be exercised separately or in combination.
4. If the Purchaser fails to repair the Property in accordance with this Agreement, the Secretary will not exercise the remedies as described in paragraph 3 above, if any lender holding a lien or security interest on the Property:
 - (a) Gives written notice to HUD within the period provided for repairs, that it intends to complete the repairs, **and**
 - (b) Completes such repairs within thirty (30) days of the notice or within such longer periods as HUD may approve in writing.
5. The Secretary will not exercise the remedies as described in paragraph 4 above, if any lender holding a lien or security interest on the Property:
 - (a) Gives written notice to HUD within the period provided for repairs, that it intends to complete the repairs, **and**
 - (b) Completes such repairs within thirty (30) days of the notice or within such longer periods as HUD may approve in writing.

Repair Escrow

To ensure completion of required repairs that are to be completed by the Purchaser, the Purchaser must deliver to the Secretary at Closing, either a Letter of Credit or Cash Escrow as indicated below. (It is within HUD's sole discretion to allow one LoC, multiple LoC's or a Cash Escrow and to allow replacement of any/all LoC's with a Payment and Performance Bond):

☒ Letter of Credit:

1. An unconditional, irrevocable and non-documentary Letter of Credit (LoC), in the amount of \$ 97,974, which shall remain in effect and may be drawn on by the Secretary for at least eighteen (18) months, 6 months past the deadline for repairs stated above, from the date of this Agreement.
2. Significant repair/rehabilitation programs may be staged upon HUD approval. If repair/rehabilitation is staged, as agreed upon between the Bidder and HUD prior to Closing, up to five (5) LoCs, which represent the full LoC requirement, may be permitted. The LoCs must have an expiration date that extends beyond HUD's repair completion date by at least six (6) months. LoCs may be returned as the Bidder completes repairs and HUD has inspected and accepted the repairs. The final LoC must represent at least ten percent (10%) of HUD's total estimated repair costs and must have an expiration date that extends six (6) months beyond the completion of repair date. HUD may cash any or all LoCs and apply the funds to complete the repairs, correct latent defects in the completed repairs or retain the funds as liquidated damages.

☐ Cash Escrow

A cash escrow in the amount of \$ _____, to be held by HUD in a non-interest bearing escrow account. The cash escrow will be returned to the Purchaser after repairs have been satisfactorily completed, except for ten (10) percent which will be held for an additional six (6) months. HUD may apply the cash escrow funds to complete the repairs, correct latent defects in the completed repairs or retain the funds as liquidated damages.

☐ Payment and Performance Bonds

After Closing the Purchaser may, at HUD's discretion, replace the LOC(s) with Performance and Payment Bonds meeting State and local codes as assurance of completion for post-closing repair requirements, as listed on Form HUD-9552 and its exhibits, or Form HUD 9822.

Purchaser must use HUD Form-92452 for the payment bond and a form for the performance bond that is acceptable to HUD.

- (a) Evidence of the existence of payment and performance bonds each in the amount of \$_____ (the total cost of repairs) must be provided to HUD.
- (b) Purchaser must follow the following requirements:
 - i. The surety entity issuing the bonds must be included on the accredited U.S. Treasury list, Circular 570, published annually in the Federal Register on or about July 1 of each year;
 - ii. The payment and performance bonds must not exceed limits listed in the Circular;
 - iii. The payment and performance bonds must show HUD as payee, along with Purchaser's mortgagee, at the mortgagee's request.

In the event an extension for completion of repairs is granted, the LoC's, Cash Escrow account, or Payment and Performance Bonds will be extended accordingly.

If the repairs are not completed to the satisfaction of HUD within the time period specified in this Section, HUD may, in its sole discretion, cash any LoC, withdraw remaining funds from the Cash Escrow account, and/or file a claim against the bonding company and seek remedies provided in the attached Use Agreement, as the Secretary deems appropriate. If HUD cashes the Purchaser's LoC or withdraws remaining funds from the Cash Escrow account as a remedy for the Purchaser's default under the repair program, HUD may apply the funds so obtained to complete the repairs or for such other purposes as the Secretary deems appropriate.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER_____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT_____

Use Agreement

RIDER 4 OF 7
LEAD-BASED PAINT HAZARDS

The Use Agreement includes the following provisions:

1. In order to comply with 42 USC §§4821-4886 and the regulations thereunder, 24 CFR Part 35 (the "Regulations"):
 - ☒ Purchaser covenants that the Property will be inspected and tested for lead-based paint, and any hazards will be abated in accordance with the Regulations.
 - ☐ Purchaser covenants that any lead-based paint hazards will be abated in accordance with the Regulations.

Purchaser shall certify to the Secretary (in a form acceptable to the Secretary) and the Secretary shall determine, through inspection (or discretion, the inspection and certification of a local government official) that all lead-based paint hazards have been removed from the Property in accordance with the Regulations
2. Purchaser understands and agrees that the Secretary's inspection and finding of satisfactory performance is not intended to and does not constitute a guarantee that all lead-based paint and all potential lead-based paint hazards have been eliminated from the Property and does not relieve Purchaser of its ongoing responsibility for complying with all applicable state and local lead-based paint laws and regulations.
3. Purchaser agrees to indemnify, defend, and hold the Secretary harmless from any liability arising by reason of Purchaser's failure to perform Purchaser's obligations under this Deed with respect to the elimination of lead-based paint health hazards, the prohibition against the use of lead-based paint, and Purchaser's responsibility for complying with applicable state and local lead-based paint laws and regulations.
4. If temporary or permanent relocation is necessary because of such abatement, Purchaser covenants that it will comply with paragraphs 5 through 8, below. Additionally, the Purchaser covenants that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Act"), as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24. The Purchaser is responsible for ensuring compliance with the Act and regulations thereunder, notwithstanding any contractual obligations with third parties to comply with the Act and regulations. Purchaser covenants to provide advance written notice of the expected displacement to the residents. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
5. If temporary relocation is necessary because of such abatement, Purchaser covenants to provide assistance to tenants in locating decent, safe and sanitary dwelling/housing unit, which to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenant for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.
6. If permanent relocation is necessary because of such abatement, Purchaser covenants to provide assistance, as described below, to tenants, as may be appropriate:
 - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement Housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by The Secretary to be reasonable considering the size of the household and the circumstances surrounding the move.
7. The Purchaser covenants not to increase the rent for any units, from the rent the Secretary is requiring a tenant to pay on the Closing date, until such unit meets all the abatement requirements set forth in paragraph 1, above.
8. Purchaser agrees to comply with Section 35.88 "Disclosure Requirements for Sellers and Lessors" and Section 35.92 "Certification and Acknowledgement of Disclosure" of 24 CFR – *Lead-Based Paint Poisoning Prevention in Certain Residential Structures*.
9. If Purchaser fails to comply with paragraph 1, above, and no extension by written agreement has been granted by the Secretary, the Secretary and/all successors in office shall be entitled to:
 - (a) Enter and terminate the estate hereby conveyed, or
 - (b) Cash Purchaser's Loc(s) and apply the funds to perform or correct such work, or for such purposes as HUD deems appropriate, or
 - (c) Request payment or performance under any payment and/or performance bond described in the Rider Required Rehabilitation, Repair Escrow.

These rights and remedies may be exercised separately or in combination.

10. Notwithstanding 9(a) through (c) above, the Secretary will not exercise those remedies, if any lender holding a lien or security interest on the Property:
- (a) Gives written notice to the Secretary within the period provided for repairs, that it intends to complete the repairs, and
 - (b) Completes such repairs within thirty (30) days of the notice or within such longer periods that HUD may approve in writing.

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER_____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT_____

RIDER 5 OF 7
ASBESTOS HAZARDS

The Use Agreement includes the following provisions:

1. Purchaser agrees to indemnify defend, and hold HUD harmless from any liability arising by reason of Purchaser's failure to perform Purchaser's obligations under this Deed with respect to the elimination of asbestos health hazards, the prohibition against the use of asbestos and Purchaser's responsibility for complying with applicable state and local asbestos laws and regulations.
 - (a) Purchaser covenants that the Property will be inspected and tested for asbestos hazards, and any hazards will be remediated. The Purchaser will remediate the asbestos hazard(s) in accordance with the relevant provisions of the Environmental Protection Agency regulatory standards and guidelines.
 - (b) Purchaser covenants that any asbestos hazards will be remediated in accordance with applicable federal, state, and local laws, regulatory standards and guidelines, including without limitation the Environmental Protection Agency Guidelines.
2. Purchaser shall develop and maintain on the site at all times an Operations and Maintenance Plan which will identify areas which involve asbestos hazards and establish work/repair guidelines.
3. If temporary or permanent relocation is necessary because of such rehabilitation, Purchaser covenants to comply with Section 203(f)7 of the Housing and Community Development Amendments of 1978, as amended, 12 USC §1701z-11(j), and the regulations thereunder, 24 CFR §290.17, as explained in paragraphs 4 through 6, below. Additionally, the Purchaser covenants to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24. The Purchaser is responsible for ensuring compliance with the Act and Regulations, notwithstanding any contractual obligations with third parties to comply with the Act and Regulations. Purchaser covenants to provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
4. If temporary relocation is necessary because of such rehabilitation, Purchaser covenants to provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit, which to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.
5. If permanent relocation is necessary because of such rehabilitation, Purchaser covenants to provide assistance, as described below, to tenants, as may be appropriate:
 - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing, which to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by HUD to be reasonable considering the size of the household and the circumstances surrounding the move.
6. If Purchaser fails to comply with paragraph 1, above, and no extension by written agreement has been granted by HUD, HUD and/all successors in office shall be entitled to:
 - (a) Enter and terminate the estate hereby conveyed, or
 - (b) Cash Purchaser's Loc(s) and apply the funds to perform or correct such work, or for such purposes as HUD deems appropriate, or
 - (c) Request payment or performance under any payment and/or performance bond described in the Rider Required Rehabilitation, Repair Escrow.These rights and remedies may be exercised separately or in a combination.
7. Notwithstanding 6(a) through (c) above, HUD will not exercise those remedies, if any lender holding a lien or security interest on the Property:
 - (a) Gives written notice to HUD within the period provided for repairs, that it intends to complete the repairs, and
 - (b) Completes such repairs

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER_____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT_____

RIDER 6 OF 7
MOLD HAZARDS

The Use Agreement includes the following provisions:

1. Purchaser agrees to indemnify defend, and hold HUD harmless from any liability arising by reason of Purchaser's failure to perform Purchaser's obligations under this Deed with respect to the elimination of mold health hazards, and Purchaser's responsibility for complying with applicable Environmental Protection Agency's regulations and state and local laws and regulations.
 - (a) Purchaser covenants that the Property will be inspected and tested for mold and mold conditions, and any hazards will be remediated. The purchaser will remediate the mold or mold conditions in accordance with the relevant provisions of the Environmental Protection Agency regulatory standards and guidelines.
 - (b) Purchaser covenants that any mold hazards will be remediated in accordance with applicable federal, state, and local laws, regulatory standards and guidelines, including without limitation the Environmental Protection Agency (EPA) Guidelines.
2. If temporary or permanent relocation is necessary because of such elimination of mold hazards, Purchaser covenants to comply with Section 203(f) of the Housing and Community Development Amendments of 1978, as amended, 12 USC §1701z-11(j), and the regulations thereunder, 24 CFR §290.17, as explained in paragraphs 4 through 6, below. Additionally, the Purchaser covenants to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24. The Purchaser is responsible for ensuring compliance with the Act and Regulations, notwithstanding any contractual obligations with third parties to comply with the Act and Regulations. Purchaser covenants to provide advance written notice of the expected displacement to the residents. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
3. If temporary relocation is necessary because of such elimination of mold hazards, Purchaser covenants to provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit, which to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.
4. If permanent relocation is necessary because of such elimination of mold hazards, Purchaser covenants to provide assistance, as described below, to tenants, as may be appropriate:
 - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing, which to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by HUD to be reasonable considering the size of the household and the circumstances surrounding the move.
5. The Purchaser covenants not to increase the rent for any units, from the rent HUD is requiring a tenant to pay on the Closing date, until such unit meets all the requirements set forth in paragraph 1, above.
6. If Purchaser fails to comply with paragraph 1, above, and no extension by written agreement has been granted by HUD, HUD and/all successors in office shall be entitled to:
 - (a) Enter and terminate the estate hereby conveyed, or
 - (b) Cash Purchaser's Loc(s) and apply the funds to perform or correct such work, or for such purposes as HUD deems appropriate, or
 - (c) Request payment or performance under any payment and/or performance bond described in the Rider Required Rehabilitation, Repair Escrow.These rights and remedies may be exercised separately or in a combination.
7. Notwithstanding 6(a) through (c) above, HUD will not exercise those remedies, if any lender holding a lien or security interest on the Property:
 - (a) Gives written notice to HUD within the period provided for repairs, that it intends to complete the repairs, and
 - (b) Completes such repairs

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER_____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT_____

Use Agreement

RIDER 7 OF 7
HARMFUL CHEMICAL HAZARDS

The Use Agreement includes the following provisions:

1. Purchaser agrees to indemnify, defend, and hold HUD harmless from any liability arising by reason of Purchaser's failure to perform Purchaser's obligations under this Deed with respect to the elimination of **potential Harmful Chemical Health Hazards**, and Purchaser's responsibility for complying with applicable Environmental Protection Agency's regulations and state and local laws and regulations.
 - (a) Purchaser covenants that the Property will be inspected and tested for **Harmful Chemical Hazards** and any hazards will be remediated. The purchaser will remediate the **Harmful Chemical Hazards** in accordance with the relevant provisions of the Environmental Protection Agency regulatory standards and guidelines.
 - (b) Purchaser covenants that any potential **Harmful Chemical Hazards** will be remediated in accordance with applicable federal, state, and local laws, regulatory standards and guidelines, including without limitation the Environmental Protection Agency Guidelines.
2. If temporary or permanent relocation of residents is necessary because of such remediation, Purchaser covenants to comply with Section 203(f) of the Housing and Community Development Amendments of 1978, as amended, 12 USC §1701z-11(j), and the regulations thereunder, 24 CFR §290.17, as explained in paragraphs 4 through 6, below. Additionally, the Purchaser covenants to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24. The Purchaser is responsible for ensuring compliance with the Act and Regulations, notwithstanding any contractual obligations with Third parties to comply with the Act and Regulations. Purchaser covenants to provide advance written notice of the expected displacement to the residents.

The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.

3. If temporary relocation is necessary because of such remediation, Purchaser covenants to provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit, which to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
 - (a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
 - (b) Expenses of returning to a repaired unit on the Property.
4. If permanent relocation is necessary because of such remediation, Purchaser covenants to provide assistance, as described below, to tenants, as may be appropriate:
 - (a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing, which to the extent feasible, shall be in a location not generally less desirable than the Property.
 - (b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by HUD to be reasonable considering the size of the household and the circumstances surrounding the move.
5. The Purchaser covenants not to increase the rent for any units, from the rent HUD is requiring a tenant to pay on the Closing date, until such unit meets all the remediation requirements set forth in paragraph 1, above.
6. If Purchaser fails to comply with paragraph 1, above, and no extension by written agreement has been granted by HUD, HUD and/all successors in office shall be entitled to:
 - (a) Enter and terminate the estate hereby conveyed, or
 - (b) Cash Purchaser's Loc(s) and apply the funds to perform or correct such work, or for such purposes as HUD deems appropriate, or
 - (c) Request payment or performance under any payment and/or performance bond described in the Rider Required Rehabilitation, Repair Escrow.

These rights and remedies may be exercised separately or in a combination.

7. Notwithstanding 6(a) through (c) above, HUD will not exercise those remedies, if any lender holding a lien or security interest on the Property:
 - (a) Gives written notice to HUD within the period provided for repairs, that it intends to complete the repairs, and
 - (b) Completes such repairs

By initialing hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

ATTACHMENT D
LETTER OF CREDIT (LoC) SAMPLE

(ISSUING BANK'S LETTERHEAD)

IRREVOCABLE UNCONDITIONAL LETTER OF CREDIT NO. _____
_____, 20____

U.S. Department of Housing and Urban Development
801 Cherry Street, Unit #45, Ste. 2500
Ft. Worth, TX 76102

Attention: Mr. Jack Stark
6AC – 28th Floor

Dear Sir:

For the account of _____
(name of account party/customer)
we hereby authorize you to draw on us at sight up to an aggregate amount of U.S. \$ _____,
effective immediately and expiring on _____, 20____.

This Letter of Credit is irrevocable and unconditional.

Funds under this Credit are available to you against your sight draft(s) on us, substantially in the form attached as Exhibit A, for all or any part of this Credit.

This Letter of Credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We will promptly honor all drafts in compliance with the terms of this credit if received on or before the expiration date at

(bank's address)

This Credit is governed by the laws of _____.

Sincerely,

(Issuing Bank)

By: _____

SAMPLE SIGHT DRAFT

(HUD LETTERHEAD)

(Name and address of bank) _____

(City, State)
_____, 20____

Pay to the order of the U.S. Department of Housing and Urban Development the sum of
\$ _____. This draft is drawn under your Irrevocable Letter of
Credit NO. _____.

U.S. Department of Housing and Urban Development

By: _____

Post Closing Repair Requirements

U. S. Department of Housing and Urban
Development
Office of Housing – Federal Housing Commissioner

Property Name	FHA Number	Location
Fortner Manor Apts	064-HD022	New Orleans, LA

The Purchaser must repair the property to meet the following requirements within the time frame noted in the Contract of Sale or Terms and Requirements of Foreclosure Sale – Acknowledgement by Bidder:

☒ Applicable State and local Codes ☒ Physical Condition Standards (set forth in 24 CFR Part 5) ☒ Additional repairs required by HUD

HUD will monitor to ensure compliance. Repairs shall be considered complete only after: (1) Purchaser provides written certification that repairs are completed; (2) Purchaser requests final inspection by HUD, and (3) HUD verifies in writing completion and compliance with the requirements stated herein.

Trade Item Cost Breakdown: HUD's estimate of repairs is broken out by trade item. Detailed descriptions of repairs are stated in exhibits to this form. Unless checked as **Mandatory** on this form, repairs may begin upon conveyance. For repair items checked on this form as **Mandatory**, the Purchaser, prior to beginning work, must submit specifications for approval to the HUD office with jurisdiction over this Property.

The repairs listed herein represent HUD's estimate of the property's repair needs. These repairs may not represent all repairs needed to satisfy HUD's requirements and/or requirement other than HUD's. HUD does not warrant that the list is either comprehensive or sufficient. The Purchaser accepts responsibility for: (1) developing independent repair cost estimate, (2) determining what, if any, repairs are needed in excess of those listed herein, and (3) providing funding for such repairs.

Item	Mandatory	Estimated Cost	Item	Mandatory	Estimated Cost
Repairs to Residential Structures (including commercial areas)					
1 Concrete	<input type="checkbox"/>		17 Wood Flooring	<input type="checkbox"/>	
2 Masonry	<input type="checkbox"/>	1,000	18 Resilient Flooring	<input type="checkbox"/>	17,921
3 Metals	<input type="checkbox"/>		19 Painting and Decorating	<input type="checkbox"/>	54,042
4 Rough Carpentry	<input type="checkbox"/>	500	20 Specialties	<input type="checkbox"/>	9,842
5 Finish Carpentry	<input type="checkbox"/>	5,667	21 Special Equipment	<input type="checkbox"/>	
6 Waterproofing	<input type="checkbox"/>	8,040	22 Cabinets	<input type="checkbox"/>	15,306
7 Insulation	<input type="checkbox"/>	2,101	23 Appliances	<input type="checkbox"/>	16,481
8 Roofing	<input type="checkbox"/>	1,500	24 Blinds and Shades	<input type="checkbox"/>	5,360
9 Sheet Metal	<input type="checkbox"/>	605	25 Carpets	<input type="checkbox"/>	25,753
10 Doors	<input type="checkbox"/>	17,580	26 Special Construction	<input type="checkbox"/>	11,958
11 Windows	<input type="checkbox"/>	4,516	27 Elevators	<input type="checkbox"/>	9,000
12 Glass	<input type="checkbox"/>		28 Plumbing and Hot Water	<input type="checkbox"/>	35,699
13 Lath and Plaster	<input type="checkbox"/>	1,800	29 Heat and Ventilation	<input type="checkbox"/>	33,799
14 Drywall	<input type="checkbox"/>	12,779	30 Air Conditioning	<input type="checkbox"/>	
15 Tile Work	<input type="checkbox"/>	160	31 Electrical	<input type="checkbox"/>	25,943
16 Acoustical	<input type="checkbox"/>		Residential Structures Subtotal		317,350
Repairs to Accessory Structures (community, maintenance, mechanical, garages, carports, etc.)					
32 Accessory Structure	<input type="checkbox"/>		34	<input type="checkbox"/>	
33	<input type="checkbox"/>		Accessory Structures Subtotal		0
Site Work					
35 Earth Work	<input type="checkbox"/>		39 Lawns and Plantings	<input type="checkbox"/>	300
36 Site Work	<input type="checkbox"/>		40 Unusual Site Conditions	<input type="checkbox"/>	
37 Roads and Walks	<input type="checkbox"/>	11,808	41 Termite/Rodent Control	<input type="checkbox"/>	2,200
38 Site Improvements	<input type="checkbox"/>	15,436	Site Work Subtotal		29,744
Environmental Mitigation					
42 Lead Based Paint	<input type="checkbox"/>		44 O&M (ACM & LBP)	<input type="checkbox"/>	500
43 Mold	<input type="checkbox"/>	8,674	Environmental Mitigation Subtotal		9,174
Totals					
Units not inspected:					
Estimated Total Hard Cost					356,269
Contingency = Hard Cost X =					35,627
Overhead/General Requirements = Hard Cost X =					0
Estimated Total Repair Cost					\$391,895

COMPREHENSIVE REPAIR SURVEY WORK WRITE UP

For units and common areas that were inspected and work tasks listed, the work items are the minimum required repairs and are not inclusive. The work required in units may be more extensive than the work tasks listed. Regardless of the work tasks listed, the purchaser must rehabilitate every unit (and common areas) to (1) meet applicable state and local codes.

Legend USAS - Uniform Federal Accessibility Standards
 ADA - Americans with Disabilities Act

Note: Power and water service to the building has been disconnected.

Note: Install new and/or replaced electrical, phone, cable and other outlet/connection devices at 27 ½ inches above finished floor.

Note: All new door hardware shall match existing.

GENERAL REQUIREMENTS

EXTERIOR

SITE WORK AND IMPROVEMENT

1. Re-Stripe parking spaces.
2. Re-stripe accessible parking spaces with access aisles complying with UFAS/ADA requirements.
3. Provide accessible parking signs complying with UFAS/ ADA requirements.
4. Remove weeds and debris from drive and parking pavement cracks and joints.
5. Seal cracks and joint in drive and parking pavement.
6. Trim overgrown trees. Remove all dead vegetation.
7. Mow grass on a regular basis.
8. Treat lawn for weeds.
9. Provide insect treatment at perimeter of building.
10. Provide fire ant treatment.
11. When power service has been re-established, verify that all pole mounted and building mounted security lights are in proper working condition.
12. Contact the City of New Orleans to repair concrete curb at street.
13. Pipe bollards: Plumb to vertical position, fill hollow units with concrete, and paint yellow.
14. Remove debris from drains in parking drive.

BUILDING

1. Provide rodent prevention service at building exterior.
2. Visually inspect roof for damage. Repair damaged areas. One area of concern is over apartment #23.
3. Remove plywood protection devices from all doors and windows.
4. Repair areas of existing masonry if damaged during removal of door and window plywood protection.
5. Paint exterior doors.
6. Clean windows.
7. Remove debris from gutters.
8. Clean all exterior masonry, vinyl trim, and aluminum trim surfaces.
9. Remove debris from masonry weep holes.

INTERIOR

1. Perform the following at all apartment units:
 - Paint entire unit.
 - Provide window screens:
 - Provide refrigerator.

Note: These items have been included in each apartment write-up to serve as a checklist for completing work.

2. Entire building:
 - Test and repair fire sprinkler and fire alarm system as required complying with City of New Orleans Fire Department.

SPECIFIC REQUIREMENTS

EXTERIOR

SITE WORK AND IMPROVEMENT

1. Provide new building sign.
2. Remove temporary fence at perimeter of site.
3. Repair existing fence.

4. Provide new fence material to match existing fence at city sidewalk.
5. Provide new "people gates" to match existing fence.
6. Repair rolling gate.
7. Replace rolling gate operator.
8. Provide rolling gate opening device with card reader key punch capabilities.
9. Provide rolling gate stop at south end of gate travel.
10. Paint rolling gate guide/track.
11. Remove remaining dumpster enclosure and replace with new enclosure.
12. Paint bollards at street, electric transformer, and dumpster enclosure yellow.
13. Inspector recommends: Provide 6'-0" high chain link fence at east, north and west property lines.
14. Replace light bulbs at pole mounted light fixtures.

BUILDING

1. South Exterior (Main Entrance):

Remove damaged shingles at north dormer; repair roof deck; repair roof felt and provide new composition shingles.
Provide shingles where missing from roof. Inspect roofing felt and decking for damage and replace and repair as required for non-leak condition.
Repair roof trim at north dormer.
Remove debris from gutters.
Remove mold contaminated stucco and sheathing at dormers.
Apply mold disinfectant treatment to wood framing at dormers.
Provide new sheathing and stucco at dormers.
Provide elbows at downspouts.
Provide splash blocks at downspouts.
Provide new PTAC sleeve at apartment #9.
Inspect PTAC sleeves; remove debris and make necessary repairs; confirm that sleeves are properly anchored in place.
Provide sealant at top, bottom, and sides of sleeve to masonry.
Repaint exhaust covers.
Repair column trim at entrance.
Repair light fixtures at entrance.
Replace light bulbs at light fixtures.

2. West Exterior:

Provide shingles where missing from roof. Inspect roofing felt and decking for damage and replace and repair as required for non-leak condition.
Remove debris from gutters.
Repair roof gutter.
Provide new downspout material to replace damaged downspouts and where downspout is missing.
Provide elbow at downspout.
Remove mold from masonry surfaces.
Replace outlet with GFCI outlet and weather resistant cover plate.
Replace light bulbs at light fixtures.

3. North Exterior:

Provide shingles where missing from roof. Inspect roofing felt and decking for damage and replace and repair as required for non-leak condition.
Remove debris from gutters.
Provide new downspout material to replace damaged downspouts and where downspouts are missing.
Inspect PTAC sleeves; remove debris; and make necessary repairs. Confirm that sleeves are properly anchored in place.
Provide sealant at top, bottom, and sides of sleeve to masonry.
Provide new PTAC sleeve at 3rd Floor laundry room.
Re-paint exhaust covers.
Remove mold from masonry surfaces.
Re-attach light fixture to building masonry.
Replace light bulbs at light fixtures.
Provide A/C condenser as described at Boiler/Mechanical Room write-up.

4. East Exterior:

Provide shingles where missing from roof. Inspect roofing felt and decking for damage and replace and repair as required for non-leak condition.
Remove debris from gutters.
Provide splash block at downspout.
Provide sealant at fire sprinkler fire department connection escutcheon and drain escutcheon.

Replace light bulbs at light fixtures.

INTERIOR

First Floor

Note: Due to flooding from Hurricane Katrina (3'-0" +/- above finish floor) and excessive moisture, the management company had removed all floor finishes (carpet and VCT) and gypsum board from the floor surface to 4'-0" above finished floor in all 1st floor apartments and common areas. The upper walls and ceiling gypsum board was left in place. Apartment and commons interior doors; base cabinets; toilet accessories; appliances (if any) and any other items (tenant belongings) in place at that time were also removed except for entry doors into apartment and rooms.

1st Floor Commons

1st Floor Front Entrance Vestibule

Apply mold disinfectant treatment to all wood framing – studs, blocking; plywood; and sheathing.
Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor.
Clean and repair grout at floor tile.
Provide resilient base.
Provide exterior entry double door, frame, hardware, threshold, and weather-stripping.
Replace interior entry double doors, frame, hardware, threshold, and weather-stripping.
Replace interior sidelites.
Paint entire room.
Replace fire exit sign.
Test and repair entrance panel.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.

1st Floor Manager's Office

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; plywood; and sheathing.
Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Provide carpet.
Provide resilient base.
Provide gypsum board at wall framing up to 4'-0" above finish floor.
Paint entire room.
Provide doors, frame, and hardware at double door closet.
Provide window blind.
Provide window screen.
Replace window sill.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Test and repair emergency annunciator panel.
Replace fire alarm station.

1st Floor Lobby – Elevator/Mail

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; and plywood.
Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Provide carpet.
Provide resilient base.
Paint entire room.
Replace flush mounted, recessed, key operated mail boxes.
Provide window blind.
Provide window screen.
Replace window sill.
Replace elevator including cab, interior finishes, controls, hoist equipment, and all other items required for new elevator.

Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.

1st Floor Janitor Closet:

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; and plywood.
Provide gypsum board at all wall-framing up to 4'-0" above finish floor, unless noted otherwise. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Provide VCT.
Provide resilient base.
Paint entire room.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.

1st Floor East Corridor:

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking.
Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise. Install as a 1-hour rated assembly.
Provide carpet.
Provide VCT.
Provide resilient base.
Paint entire room
Provide handrails at south side of corridor, full length of corridor, but interrupted by doors per UFAS/ADA requirements.
Provide fire extinguisher in cabinet.
Provide exit light/sign.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.

1st Stair #1:

Remove debris.
Apply mold disinfectant treatment to all wood framing.
Provide thermal insulation at west wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at south, east, and north walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Repair gypsum board at walls and stairs.
Provide VCT.
Provide resilient base.
Replace resilient to stair treads and risers up to mid-landing.
Paint entire room, including stair assembly, handrails, and guardrails.
Replace exterior exit door, frame, hardware, threshold and weather-stripping - 1 ½ hour rated.
Replace interior exit door, frame, hardware, threshold and smoke seal - 1 ½ hour rated.
Replace emergency light.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.

1st Floor Multi-purpose Room:

Apply mold disinfectant treatment to all wood framing-studs, joist and sheathing.
Provide thermal insulation at north and east walls, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at south, east, and west walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace exterior door frames, threshold, and weather-stripping.
Provide exterior door and hardware.
Repair double doors, frame, and hardware including door closer.
Replace door astragal at double doors.
Provide doors, frames, and hardware for two double door closets.
Provide carpet.
Provide VCT at cabinet area. See floor plan.

Provide resilient base.
Paint entire room.
Provide window blinds.
Provide window screens.
Replace window sill.
Provide curtains and hardware.
Replace existing outlet with GFCI outlet near sink.
Provide base cabinets.
Provide countertops.
Provide sealant at countertop and cabinets.
Provide PTAC units with wall sleeve.
Provide refrigerator.
Provide kitchen sink.
Provide kitchen sink lever faucet.
Repair exit/light sign.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Repair all hot and cold water piping to make plumbing fixtures operational.

1st Floor Men's Restroom (Off west corridor):

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; and plywood and sheathing.
Provide acoustical insulation at south, west, and north walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Relocate sign to wall per UFAS/ADA requirement.
Provide VCT.
Provide resilient base.
Repair ceiling.
Paint entire room.
Provide toilet paper dispenser.
Provide soap.
Provide paper towel dispenser.
Provide adjustable mirror per UFAS/ADA guidelines.
Provide sealant between lavatory and wall.
Provide grab bars at toilet per UFAS/ADA requirement.
Provide coat hook at 48" inches above finish floor.
Provide trash receptacle.
Provide GFCI electric outlet.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Repair all hot and cold water piping to make plumbing fixtures operational.
Provide fold down shelf per UFAS/ADA requirements.
Replace toilet.
Replace lavatory and faucet.
Replace lavatory faucet handles with "paddle" faucet handles per UFAS/ADA guidelines.

1st Floor Women's Restroom (Off west corridor):

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; and plywood and sheathing.
Provide acoustical insulation at south, west, and east walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Relocate sign to wall per UFAS/ADA requirement.
Provide VCT.
Provide resilient base.
Paint entire room.
Provide toilet paper dispenser.
Provide soap.
Provide paper towel dispenser.
Provide adjustable mirror per UFAS/ADA guidelines.
Provide sealant at lavatory.
Provide grab bars at toilet per UFAS/ADA requirements.
Provide coat hook at 48" inches above finish floor.

Provide GFCI electric outlet.
Replace light switch cover plate.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Repair all hot and cold water piping to make plumbing fixtures operational.
Provide sanitary dispenser per UFAS/ADA requirements.
Provide sanitary napkin disposal unit per UFAS/ADA requirements.
Provide fold down shelf per UFAS/ADA requirements.
Replace toilet.
Replace lavatory and faucet.
Replace lavatory faucet handles with "paddle" faucet handles per UFA/ADA guidelines.
Provide pipe insulation device at lavatory.

1st Floor West Corridor:

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking.
Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise. Install as a 1-hour rated assembly.
Provide carpet.
Provide VCT.
Provide resilient base.
Paint entire room
Provide handrails at south side of corridor, full length of corridor, but interrupted by doors per UFAS/ADA requirements.
Provide fire extinguisher in cabinet.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.

1st Floor Boiler/Mechanical Room:

Apply mold disinfectant treatment to all wood framing-studs, blocking, and plywood.
Provide acoustical insulation at west wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Provide VCT.
Provide resilient base.
Paint entire room.
Replace boilers.
Apply mold disinfectant treatment to air conditioning duct supply and return air.
Inspect mechanical equipment to verify it is in proper working order. If required, make all necessary repairs to bring it up to proper working condition.
Provide outdoor condensing unit to match indoor split system A/C evaporator.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Provide fire extinguisher.

1st Floor Electrical Room:

Apply Mold disinfectant treatment to all wood framing –studs, blocking, and plywood.
Provide thermal insulation at north wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at west wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Replace entry door, frame and hardware including door closer.
Replace exterior entry door, frame, hardware, threshold, and weather-stripping.
Remove individual electric meters from wall and remove mold contaminated gypsum board from behind electrical meters.
Provide gypsum board at all wall framing up to 4' – 0" above finish floor and up to height at electrical meters. Install as a 1-hour rated assembly.
Reinstall electric meters.
Provide VCT.
Provide resilient base.
Paint entire room.
Replace all electrical outlets and wiring located within flooded portion of wall.

Inspect electrical equipment to verify it is in proper working order. Make all necessary repairs and replace those components to bring it up to proper working condition.
Provide fire extinguisher.

1st Floor Rear Entrance (Parking Lot):

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; and plywood and sheathing.
Provide thermal insulation at north wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor.
Replace exterior entry door, frame, hardware, threshold, and weather-stripping.
Provide interior entry door, frame, and hardware.
Provide VCT.
Provide resilient base.
Paint entire room.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Test and repair entrance panel.

1st Floor Elevator Equipment Room:

Apply Mold disinfectant treatment to all wood framing –studs, blocking, and plywood.
Provide thermal insulation at north wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Provide VCT.
Provide resilient base.
Paint entire room.
Inspect existing elevator equipment to verify it is in proper working order. If required, make all necessary repairs to bring it up to proper working conditions.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Provide fire extinguisher.

1st Floor Grease Trap Room:

Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; and plywood.
Provide acoustical insulation at east wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Replace entry door, frame and hardware including door closer.
Provide VCT.
Provide resilient base.
Paint entire room.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Test and repair grease trap device for proper operation.

1st Floor Elevator Cab:

Replace elevator cab finishes.
Repair elevator door and frame.
Test and repair for proper operation.
Test and repair elevator controls for proper operation.

1st Floor Elevator shaft:

Remove debris that may have accumulated in elevator pit.
Apply mold disinfectant treatment to all concrete surfaces; CMU surfaces; and wood framing surfaces.
Inspect and replace as required elevator equipment and components for proper operation of elevator cab.

1st Floor West Corridor

Apply mold disinfectant treatment to all wood framing-studs, blocking; and plywood.
Provide acoustical insulation at east wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.

Repair gypsum board at walls.
Provide handrails at south side of corridor, full length of corridor, but interrupted by doors per UFAS/ADA requirements.
Provide fire extinguisher in cabinet.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.
Replace electric water cooler.

1st Stair #2:

Note: Fire sprinkler system standpipe is located in stair #2.

Remove debris.
Apply mold disinfectant treatment to all wood framing.
Provide thermal insulation at east wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at south, west, and north walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide gypsum board at all wall framing up to 4'-0" above finish floor. Install as a 1-hour rated assembly.
Repair gypsum board at walls and stairs.
Provide VCT.
Provide resilient base.
Replace resilient to stair treads and risers up to mid-landing.
Paint entire room, including stair assembly, handrails, and guardrails.
Replace exterior exit door, frame, hardware, threshold and weather-stripping - 1 ½ hour rated.
Replace interior exit door, frame, hardware, threshold and smoke seal - 1 ½ hour rated.
Replace emergency light.
Replace all electrical wiring to make light fixtures and electrical outlets operational.
Replace all electrical outlets and wiring located within flooded portion of wall.

2nd Floor Commons

2nd Floor Stair #1:

Remove debris.
Paint entire room including stair assembly, handrails, and guardrails.
Provide window screen.
Provide blind, window.
Provide curtain hardware and curtains.
Reinstall handrail (laying on corridor floor).
Test and repair "Area of Rescue Assistance" call station per system per City of New Orleans Fire Department requirements.

2nd Floor Stair #2:

Remove debris.
Paint entire room, including stair assembly, handrails, and guardrails.
Provide window screen.
Provide blind, window.
Provide curtain hardware and curtains.
Test and repair "Area of Rescue Assistance" call station per system per City of New Orleans Fire Department requirements.

2nd Floor Corridor:

Remove debris.
Repair gypsum board at walls. Install as a 1-hour rated assembly.
Replace carpet.
Replace resilient base at carpet.
Paint entire room.
Replace entire handrail at wall with handrail that complies with UFAS/ADA requirements.
Replace exit light/sign at stair #1.
Provide exit light/sign at end of corridor.
Provide fire extinguisher in cabinets.

2nd Floor Elevator/Lobby:

Remove debris.
Repair gypsum board at walls. Install as a 1-hour rated assembly.

Paint entire room.

2nd Floor Side Corridor:

Remove debris.

Paint entire room.

Provide lens at light fixture.

2nd Floor Trash Room:

Remove debris.

Paint entire room.

Replace entry door and hardware.

2nd Floor Laundry Room:

Remove debris.

Paint entire room.

Provide window blinds.

Provide window screen.

Provide curtains and hardware.

Provide PTAC unit.

Replace washers and dryers. One new washer and one new dryer shall be accessible per UFAS/ADA requirements.

2nd Floor Storage:

Paint entire room.

3rd Floor Commons

3rd Floor Stair #1:

Remove debris.

Provide VCT.

Provide resilient base.

Paint entire room including stair assembly, handrails, and guardrails.

Provide window screen.

Provide blind, window.

Provide curtain hardware and curtains.

Test and repair "Area of Rescue Assistance" call station per system per City of New Orleans Fire Department requirements.

3rd Floor Stair #2:

Remove debris.

Provide VCT.

Provide resilient base.

Paint entire room, including stair assembly, handrails, and guardrails.

Provide window screen.

Provide blind, window.

Provide curtain hardware and curtains.

Test and repair "Area of Rescue Assistance" call station per system per City of New Orleans Fire Department requirements.

3rd Floor Corridor:

Remove debris.

Remove mold contaminate gypsum board at walls and ceiling.

Apply mold disinfectant treatment to all wood framing.

Provide gypsum board at walls and ceiling. Install as a 1-hour rated assembly.

Repair gypsum board at walls and ceiling. Install as a 1-hour rated assembly.

Replace entire handrail at wall with handrail that complies with UFAS/ADA requirements.

Provide escutcheon at fire sprinkler head.

Provide fire extinguishers in cabinets.

Replace light/sign at stair #1 and #2.

Replace exit light/sign at end of corridor.

3rd Floor Elevator/Lobby:

Remove debris.

Repair gypsum board at walls. Install as a 1-hour rated assembly.

Paint entire room.

3rd Floor Side Corridor:

Remove debris.
Paint entire room.

3rd Floor Trash Room:

Paint entire room.

3rd Floor Laundry Room:

Remove debris
Paint entire room.
Provide window blinds.
Provide window screen.
Provide curtains and hardware.
Provide PTAC unit.
Provide light fixture lens/cover.
Provide VCT.
Provide resilient base.
Remove graffiti from entry door.
Replace washers and dryers.
Provide light switch and cover.

3rd Floor Storage:

Remove debris.
Paint entire room.

FIRST FLOOR, 1 Bedroom/ 1 Bath

Apartment 1, Type A.

Entire unit:

Apply mold disinfectant treatment to all wood framing-studs, blocking and plywood.
Provide carpet.
Provide VCT.
Provide resilient base.
Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise.
Tape, bed, and texture all new gypsum board.
Replace entry door, frame and hardware including door closer.
Replace entry door peephole.
Paint entire unit.
Provide PTAC and duct.
Provide fire extinguisher.
Replace all electrical outlets and wiring located within flooded portion of wall.
Repair all electrical wiring to make light fixtures and electrical outlets operational.
Repair all hot and cold water piping to make plumbing fixtures operational.

Entry:

Provide acoustical insulation at north wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.

Living/Dining:

Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at east wall, up to 4'-0" above finish floor (shared wall with Apartment 2).
Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide window blinds.
Provide window screens.
Replace window sills.

Bathroom:

Provide thermal insulation at west wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at north wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work. Provide acoustical insulation above ceiling.
Provide entry door, frame, and hardware.

- Provide sealant at lavatory and bath/shower surround.
- Provide toilet paper dispenser.
- Provide towel bar.
- Provide 24 inch and 54 inch grab bars at wall at toilet per UFAS and ADA requirements.
- Replace toilet.
- Replace lavatory and faucet.
- Replace tub/shower and faucet.
- Replace personal emergency pull station.

Kitchen:

- Provide acoustical insulation at north, east, and west walls, up to 4'-0" above finish floor (shared wall with Apartment2). Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide base cabinets.
- Provide countertops.
- Provide sealant at countertops and cabinets.
- Provide pantry door, frame, hardware, and shelves.
- Provide stove/range.
- Provide refrigerator.
- Provide kitchen sink and faucet.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide thermal insulation at south and west walls, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide entry door, frame, and hardware.
- Provide closet door, frame, and hardware.
- Provide window blind.
- Provide window screen.
- Replace window sill.
- Replace personal emergency pull station.

Apartment 2, Type B, Accessible

Entire unit:

- Apply mold disinfectant treatment to all wood framing-studs, blocking and plywood.
- Provide carpet.
- Provide VCT.
- Provide resilient base.
- Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise.
- Tape, bed, and texture all new gypsum board.
- Replace entry door, frame and hardware including door closer.
- Replace entry door peephole.
- Paint entire unit.
- Provide PTAC and duct.
- Provide fire extinguisher.
- Replace all electrical outlets and wiring located within flooded portion of wall.
- Repair all electrical wiring to make light fixtures and electrical outlets operational.
- Repair all hot and cold water piping to make plumbing fixtures operational.
- Provide light switch cover.

Entry:

- Provide acoustical insulation at north wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide closet doors, frames, and hardware for one single door closet and one double door closet.
- Provide rod and shelf in double door closet.
- Provide three shelves in single door closet.

Living/Dining:

- Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Refer to Apartment 1 for acoustical insulation in shared wall.
- Provide window blind.
- Provide window screen.
- Replace window sill.

Bathroom:

- Remove ceramic tile accessible shower surround and remove mold contaminated gypsum board –full height.

Remove existing ceramic tile floor at accessible shower.

Provide new slip resistant ceramic tile floor at accessible shower. Note: Roll-in shower edge to floor is required to be beveled and no higher than 1/2" per UFAS/ADA requirements.

Provide new water-resistant gypsum board - full height at wood stud framing and install ceramic tile at accessible shower up to 7'-0" above finish floor.

Provide acoustical insulation at north and east walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.

Provide acoustical insulation at east wall, up to 4'-0" above finish floor.

Provide entry door, frame, and hardware.

Provide medicine cabinet.

Provide toilet paper dispenser.

Provide towel bar.

Provide 24 inch and 54 inch grab bars at wall at toilet per UFAS/ADA requirements.

Reinstall existing grab bars at accessible shower per UFAS/ADA requirements.

Provide sealant at lavatory and bath/shower surround.

Provide knee protection device at lavatory piping per UFAS/ADA requirements.

Replace toilet.

Provide lavatory and faucet.

Replace roll-in shower and faucet.

Replace existing "knob" faucet control with accessible "lever" faucet controls per UFAS/ADA requirements.

Replace existing "knob" sliding shower wand-head adjuster with accessible "lever" adjuster per UFAS /ADA requirements.

Replace personal emergency pull station.

Kitchen:

Provide acoustical insulation at north and east wall, up to 4'-0" above finish floor. (Refer to Apartment 1 for shared wall). Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.

Provide base cabinets per UFAS/ADA requirements.

Provide countertops.

Provide sealant at countertops and countertops.

Provide stove/range per UFAS/ADA requirements.

Provide refrigerator per UFAS/ADA requirements.

Provide knee protection device at sink piping per UFAS/ADA requirements.

Provide sink and faucet per UFAS/ADA requirements.

Provide accessible range hood control device per UFAS/ADA requirements.

Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.

Provide acoustical insulation at east wall, up to 4'-0" above finished floors. Provide additional acoustical insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.

Provide entry door, frame, and hardware.

Provide closet door, frame, and hardware.

Provide closet rod and shelf.

Provide window blind.

Provide window screen.

Replace window sill.

Replace personal emergency pull station.

Apartment 3, Type B. Non-Revenue Unit.

Entire unit:

Apply mold disinfectant treatment to all wood framing-studs, blocking and plywood.

Provide carpet.

Provide VCT.

Provide resilient base.

Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise.

Tape, bed, and texture all new gypsum board.

Replace entry door, frame and hardware including door closer.

Replace entry door peephole.

Paint entire unit.

Provide PTAC and duct.

Provide fire extinguisher.

Replace all electrical outlets and wiring located within flooded portion of wall.

Repair all electrical wiring to make light fixtures and electrical outlets operational.
Repair all hot and cold water piping to make plumbing fixtures operational.
Provide light switch cover.

Entry:

Provide acoustical insulation at north wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide closet doors, frames, and hardware for one single door closet and one double door closet.
Provide rod and shelf in double door closet.
Provide three shelves in single door closet.

Living/Dining:

Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at east wall, up to 4'-0" above finish floor (shared wall with Apartment 4).
Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide window blind.
Provide window screen.
Replace window sill.

Bathroom:

Provide acoustical insulation at north and west walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide entry door, frame, and hardware.
Provide toilet paper dispenser.
Provide towel bar.
Provide 24 inch and 54 inch grab bars at wall at toilet per UFAS/ADA requirements.
Provide sealant at lavatory and bath/shower surround.
Replace toilet.
Provide lavatory and faucet.
Replace tub/shower and faucet.
Provide light fixture at lavatory
Replace personal emergency pull station.

Kitchen:

Provide acoustical insulation at north and east walls, up to 4'-0" above finish floor (shared wall with Apartment 4). Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide base cabinets.
Provide countertops.
Provide sealant at countertops and cabinets.
Provide stove/range.
Provide refrigerator.
Provide sink and faucet.
Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at west wall, up to 4'-0" above finished floor. Provide additional acoustical insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide entry door, frame, and hardware.
Provide closet door, frame, and hardware.
Provide closet rod and shelf.
Provide window blind.
Provide window screen.
Replace window sill.
Replace personal emergency pull station.

Apartment 4, Type A.

Entire unit:

Apply mold disinfectant treatment to all wood framing-studs, blocking and plywood.
Provide carpet.
Provide VCT.
Provide resilient base.
Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise.

Tape, bed, and texture all new gypsum board.
Replace entry door, frame and hardware including door closer.
Replace entry door peephole.
Paint entire unit.
Provide PTAC and duct.
Provide fire extinguisher.
Replace all electrical outlets and wiring located within flooded portion of wall.
Repair all electrical wiring to make light fixtures and electrical outlets operational.
Repair all hot and cold water piping to make plumbing fixtures operational.

Entry:

Provide acoustical insulation at north wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.

Living/Dining:

Provide thermal insulation at south wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Refer to Apartment 3 for acoustical insulation and shared wall.
Provide window blinds.
Provide window screens.
Replace window sills.

Bathroom:

Provide thermal insulation at east wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at north wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide entry door, frame, and hardware.
Provide sealant at lavatory and bath/shower surround.
Provide toilet paper dispenser.
Provide towel bar.
Provide 24 inch and 54 inch grab bars at wall at toilet per UFAS/ADA requirements.
Replace toilet.
Replace lavatory and faucet.
Replace tub/shower and faucet.
Replace personal emergency pull station.

Kitchen:

Provide acoustical insulation at north wall, up to 4'-0" above finish floor. (refer to Apartment 3 for shared wall info). Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide base cabinets.
Provide countertops.
Provide sealant at countertops and cabinets.
Provide pantry door, frame, hardware, and shelves.
Provide stove/range.
Provide range hood.
Provide refrigerator.
Provide kitchen sink and faucet.
Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

Provide thermal insulation at south and east walls, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide entry door, frame, and hardware.
Provide closet door, frame, and hardware.
Provide window blind.
Provide window screen.
Replace window sill.
Replace personal emergency pull station.

Apartment 5, Type A.

Entire unit:

Apply mold disinfectant treatment to all wood framing-studs, blocking and plywood.
Provide carpet.
Provide VCT.

Provide resilient base.
Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise.
Tape, bed, and texture all new gypsum board.
Replace entry door, frame and hardware including door closer.
Replace entry door peephole.
Paint entire unit.
Provide PTAC and duct.
Provide fire extinguisher.
Replace all electrical outlets and wiring located within flooded portion of wall.
Repair all electrical wiring to make light fixtures and electrical outlets operational.
Repair all hot and cold water piping to make plumbing fixtures operational.

Entry:

Provide acoustical insulation at south wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.

Living/Dining:

Provide thermal insulation at north wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at west wall, up to 4'-0" above finish floor (shared wall with apartment 6).
Provide additional acoustical insulation between existing gypsum board if part of/or all existing insulation was removed during previous demolition and clean-up work.
Provide window blinds.
Provide window screens.
Replace window sills.

Bathroom:

Provide thermal insulation at west wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide acoustical insulation at south wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide entry door, frame, and hardware.
Provide sealant at lavatory and bath/shower surround.
Provide medicine cabinet.
Provide adjustable mirror per UFAS/ADA requirements.
Provide toilet paper dispenser.
Provide towel bar.
Provide 24 inch and 54 inch grab bars at wall at toilet per UFAS/ADA requirements.
Replace toilet.
Replace lavatory and faucet.
Replace tub/shower and faucet.
Replace personal emergency pull station.

Kitchen:

Provide acoustical insulation at east, west, and south walls, up to 4'-0" above finish floor (shared wall with apartment 6). Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide base cabinets.
Provide countertops.
Provide sealant at countertops and cabinets.
Provide pantry door, frame, hardware, and shelves.
Provide stove/range.
Replace range hood.
Provide refrigerator.
Provide kitchen sink and faucet.
Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

Provide thermal insulation at north and west walls, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
Provide entry door, frame, and hardware.
Provide closet door, frame, and hardware.
Provide window blind.
Provide window screen.
Replace window sill.
Replace personal emergency pull station.

Apartment 6, Type B, Accessible.

Entire unit:

- Apply mold disinfectant treatment to all wood framing-studs, blocking, and plywood.
- Provide carpet.
- Provide VCT.
- Provide resilient base.
- Provide gypsum board at all wall framing up to 4'-0" above finish floor, unless noted otherwise.
- Tape, bed, and texture all new gypsum board.
- Replace entry door, frame and hardware including door closer.
- Replace entry door peephole.
- Paint entire unit.
- Provide PTAC and duct.
- Provide fire extinguisher.
- Replace all electrical outlets and wiring located within flooded portion of wall.
- Repair all electrical wiring to make light fixtures and electrical outlets operational.
- Repair all hot and cold water piping to make plumbing fixtures operational.
- Provide light switch cover.

Entry:

- Remove mold contaminated gypsum board at walls.
- Provide new gypsum board and finish to match existing walls.
- Provide acoustical insulation at south wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide closet doors, frames, and hardware for one single door closet and one double door closet.
- Provide rod and shelf in double door closet.
- Provide three shelves in single door closet.

Living/Dining:

- Provide thermal insulation at north wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Refer to Apartment 5 for acoustical insulation and shared wall.
- Provide window blinds.
- Provide window screens.
- Replace window sills.

Bathroom:

- Remove mold contaminated gypsum board at walls.
- Remove ceramic tile accessible shower surround and remove mold contaminated gypsum board -full height.
- Remove existing ceramic tile floor at accessible shower.
- Provide new slip resistant ceramic tile floor at accessible shower. Note: Roll-in shower edge to floor is required to be beveled and no higher than 1/2" per UFAS/ADA requirements.
- Provide water-resistant gypsum board - full height at wood stud framing and install ceramic tile at accessible shower up to 7'-0" above finish floor.
- Provide acoustical insulation at south and west walls, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide entry door, frame, and hardware.
- Replace medicine cabinet.
- Provide adjustable mirror per UFAS/ADA requirements.
- Provide toilet paper dispenser.
- Provide towel bar.
- Provide 24 inch and 54 inch grab bars at wall at toilet per UFAS/ADA requirements.
- Reinstall existing grab bars at accessible shower per UFAS/ADA requirements.
- Provide sealant at lavatory and bath/shower surround.
- Provide knee protection device at lavatory piping per UFAS/ADA requirements.
- Replace toilet.
- Replace lavatory and faucet.
- Replace roll-in shower and faucet.
- Replace existing "knob" faucet control with accessible "lever" faucet controls per UFAS/ADA requirements.
- Replace existing "knob" sliding shower wand-head adjuster with accessible "lever" adjuster per UFAS/ADA requirements.
- Replace personal emergency pull station.

Kitchen:

- Provide acoustical insulation at south wall, up to 4'-0" above finish floor (refer to apartment 5 for shared wall).
- Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide base cabinets per UFAS/ADA requirements.
- Provide countertops.
- Provide sealant at cabinets and countertops.
- Provide stove/range per UFAS/ADA requirements.
- Provide range hood with accessible control device per UFAS/ADA requirements.
- Provide refrigerator per UFAS/ADA requirements.
- Provide knee protection device at sink piping per UFAS/ADA requirements.
- Provide sink and faucet per UFAS/ADA requirements.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide thermal insulation at north wall, up to 4'-0" above finished floors. Provide additional thermal insulation between existing gypsum board and exterior sheathing if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide acoustical insulation at east wall, up to 4'-0" above finish floor. Provide additional acoustical insulation between existing gypsum board if part of/or all of existing insulation was removed during previous demolition and clean-up work.
- Provide entry door, frame, and hardware.
- Provide closet door, frame, and hardware.
- Provide closet rod and shelf.
- Provide window blind.
- Provide window screen.
- Replace window sill.
- Replace personal emergency pull station.

SECOND FLOOR, 1 Bedroom/ 1 Bath

Apartment 7, Type A.

Entire unit:

- Remove debris.
- Replace existing carpet.
- Replace existing resilient base at carpet.
- Paint entire unit.
- Repair PTAC.
- Provide duct.
- Provide fire extinguisher.

Living/Dining:

- Provide window blinds.
- Provide window screens.

Bathroom:

- Provide sealant at lavatory.
- Provide shelves at pantry closet.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blinds.
- Provide window screens.

Apartment 8, Type B.

Entire unit:

- Remove debris.
- Treat unit for rodents.
- Replace existing carpet.
- Replace existing resilient base at carpet.
- Paint entire unit.
- Repair smoke detector.
- Repair PTAC.
- Provide duct.
- Provide fire extinguisher.

Entry:

- Provide rod and shelf at double door closet.
- Provide shelves at single door closet.

Living/Dining:

- Provide window blind.
- Provide window screen.
- Remove mold contaminated gypsum board at walls and ceiling.
- Provide thermal insulation at wall.
- Provide acoustical insulation in ceiling.
- Apply mold disinfectant treatment to all wood framing-studs, and blocking; and plywood.
- Provide new gypsum board at walls and ceiling and finish to match existing walls and ceiling.

Bathroom:

- Provide toilet paper dispenser.
- Provide towel bar.
- Provide 24 inch and 54 inch grab bars at wall at toilet per UFAS/ADA requirements.
- Provide sealant at lavatory.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.

Bedroom:

- Provide window blind.
- Provide window screen.
- Provide closet rod and shelf.

Apartment 9, Type B.

Entire unit:

- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Replace PTAC and duct.
- Provide fire extinguisher.
- Replace thermostat.
- Provide light switch cover.

Entry:

- Provide outlet cover plate.
- Provide switch cover plate.

Living/Dining:

- Provide window blind.
- Provide window screen.
- Replace window sill.
- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls and ceiling.
- Apply mold disinfectant treatment to all wood framing-studs, joist, blocking; and plywood.
- Provide thermal insulation at wall.
- Provide acoustical insulation in ceiling.
- Provide gypsum board at walls and ceiling and finish to match existing walls and ceiling.

Bathroom:

- Provide sealant at lavatory.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Provide sink faucet.
- Replace mold contaminated range hood.
- Remove mold contaminated gypsum board and acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking; and plywood.
- Provide acoustical insulation at walls.
- Provide gypsum board at walls and finish to match existing walls.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.
- Provide 2 switch covers.

Hallway:

- Provide switch cover plate.

Apartment 10, Type B.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC and duct.
- Provide fire extinguisher.

Entry:

- Remove mold contaminated gypsum board and acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking, and plywood.
- Provide acoustical insulation at walls.
- Provide gypsum board at walls and finish to match existing walls.

Living/Dining:

- Provide window screen.

Bathroom:

- Provide and repair gypsum board at walls and finish to match existing walls.
- Provide gypsum board at ceiling and finish to match existing ceiling.
- Provide sealant at lavatory.
- Replace medicine cabinet.
- Provide toilet paper dispenser.
- Provide towel bar.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace existing electrical outlet with electrical GFCI outlet near sink.

Bedroom:

- Remove mold contaminated window sill.
- Provide new window sill.
- Replace mold contaminated gypsum board and thermal/acoustical insulation at walls.
- Provide thermal insulation at walls.
- Provide acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking; and plywood.
- Provide gypsum board at walls and finish to match existing walls.

Apartment 11, Type A.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Replace window blind.
- Provide window screens.

Bathroom:

- Provide sealant at lavatory.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.

Apartment 12, Type A.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Replace PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.

- Apply mold disinfectant treatment to all wood framing, studs, blocking, and plywood.
- Provide thermal insulation at wall.
- Provide acoustical insulation at wall.
- Provide gypsum board at walls and finish to match existing walls.
- Repair gypsum board at walls.

Bathroom:

- Provide seals at lavatory.

Kitchen:

- Provide sealant at countertops.
- Replace stove/range.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.

Apartment 13, Type B.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Provide window blinds.
- Provide window screens.

Bathroom:

- Provide sealant at lavatory.
- Replace toilet paper dispenser.

Kitchen:

- Provide sealant at countertops.
- Repair stove/range.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.

Apartment 14, Type B.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Replace PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Provide window blinds.
- Provide window screens.
- Provide window sill.
- Repair gypsum board at walls and finish to match existing wall.
- Provide insulation at ceiling.

Bathroom:

- Provide toilet paper dispenser.
- Provide towel bar.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.

Apartment 15, Type A.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Provide window blinds.
- Provide window screens.
- Replace light fixture.

Bathroom:

- Repair lavatory.
- Provide sealant at lavatory.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.

THIRD FLOOR, 1 Bedroom/ 1 Bath

Apartment 16, Type A.

Entire unit:

- Treat for rodents.
- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC.
- Replace duct.
- Provide fire extinguisher.

Entry:

- Replace VCT.
- Replace existing resilient base at VCT.

Living/Dining:

- Provide window blinds.
- Provide window screens.
- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls and ceiling.
- Apply mold disinfectant treatment to all wood framing-studs, joist, blocking, and plywood.
- Provide gypsum board at walls and ceiling and finish to match existing walls and ceiling.
- Provide thermal/acoustical insulation at walls.
- Provide thermal insulation at ceiling.
- Repair gypsum board at walls and ceiling.
- Provide sealant at lavatory.

Bathroom:

- Replace toilet paper dispenser.

Kitchen:

- Provide sealant at countertops.
- Replace VCT.
- Replace resilient base.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Replace window blind.
- Provide window screen.
- Replace smoke detector.

Apartment 17, Type B.

Entire unit:

- Treat for insects.
- Treat for rodents.
- Remove debris.
- Replace carpet.
- Replace resilient base.

Replace VCT.

- Paint entire unit.
- Replace PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Provide window blinds.
- Provide window screens.
- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls and ceiling.
- Apply mold disinfectant treatment to all wood framing-studs, joist, blocking, and plywood.
- Provide thermal/acoustical insulation at walls.
- Provide thermal insulation in ceiling.
- Provide gypsum board at walls and ceiling and finish to match existing walls and ceiling.

Bathroom:

- Provide sealant at lavatory.

Kitchen:

- Provide sealant at countertops.
- Replace stove/range.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.
- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls and ceiling.
- Apply mold disinfectant treatment to all wood framing-studs, joist, blocking, and plywood.
- Provide thermal/acoustical insulation at walls.
- Provide thermal insulation in ceiling.
- Provide gypsum board at walls and ceiling and finish to match existing walls and ceiling.

Apartment 18, Type B.

Entire unit:

- Treat for rodents.
- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking, and plywood.
- Provide thermal/acoustical insulation at walls.

Provide thermal insulation at ceiling.

- Provide gypsum board at walls and ceiling and finish to match existing walls and ceiling.
- Provide window blind.
- Provide window screen.
- Replace window sill.

Bathroom:

- Provide sealant at lavatory.
- Replace toilet paper dispenser.

Kitchen:

- Provide sealant at countertops.
- Repair cabinet door.
- Repair stove/range.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking and plywood.
- Provide gypsum board at walls and finish to match existing walls.

- Provide thermal insulation at walls.
- Provide acoustical insulation at walls.
- Repair gypsum board at walls.
- Provide window blind.
- Provide window screen.
- Replace window sill.
- Repair phone jack outlet.

Apartment 19, Type B.

Entire unit:

- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Provide window blind.
- Provide window screen.

Bathroom:

- Provide sealant at lavatory.
- Provide shower rod.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking; and plywood.
- Provide thermal insulation at walls.
- Provide gypsum board at walls and finish to match existing walls.
- Provide window blind.
- Provide window screen.

Apartment 20, Type A.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC and duct.
- Provide fire extinguisher.

Living/Dining:

- Replace window blinds.
- Provide window screens.

Bathroom:

- Provide sealant at lavatory.
- Replace toilet paper dispenser.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window blind.
- Provide window screen.

Apartment 21, Type A.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC.
- Provide duct.
- Provide fire extinguisher.

Entry:

- Replace smoke detector.

Living/Dining:

- Provide window blinds.
- Provide window screens.

Bathroom:

- Provide sealant at lavatory.
- Provide toilet paper dispenser.

Kitchen:

- Provide sealant at countertops.
- Provide refrigerator.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Provide window screen.

Apartment 22, Type B.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Repair PTAC.
- Replace duct.
- Repair fire/smoke detector strobe.
- Provide fire extinguisher.

Entry:

- Replace mold contaminated closet shelf.

Living/Dining:

- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking, and plywood.
- Provide thermal/acoustical insulation at walls.
- Provide gypsum board at walls and finish to match existing walls.
- Provide window blinds.
- Provide window screens.

Bathroom:

- Provide sealant at lavatory.
- Replace toilet paper dispenser.

Kitchen:

- Provide sealant at countertops.
- Repair stove/range.
- Provide refrigerator.
- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking, and plywood.
- Provide new gypsum board and finish to match existing walls.
- Provide thermal/acoustical insulation at walls.
- Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

- Replace window blind.
- Provide window screen.

Apartment 23, Type B.

Entire unit:

- Remove debris.
- Replace carpet.
- Replace resilient base at carpet.
- Paint entire unit.
- Provide fire extinguisher.

Entry:

- Replace mold contaminated closet shelf.

Living/Dining:

- Provide window blinds.
- Provide window screens.
- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.
- Apply mold disinfectant treatment to all wood framing-studs, blocking; and plywood.
- Provide thermal/acoustical insulation at walls.
- Provide gypsum board at walls and finish to match existing walls.

Bathroom:

- Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.

Apply mold disinfectant treatment to all wood framing-studs, blocking; and plywood.
Provide thermal/acoustical insulation at walls.
Provide gypsum board at walls and finish to match existing walls.
Replace VCT.
Replace resilient base.
Provide sealant at lavatory.
Provide shower rod.

Kitchen:

Remove mold contaminated gypsum board and thermal insulation at ceiling.
Apply mold disinfectant treatment to all wood framing- joist, and blocking.
Provide thermal insulation at ceiling.
Provide gypsum board at ceiling and finish to match existing ceiling.
Inspect and repair roof over apartment.
Provide sealant at countertops.
Repair stove/range.
Provide refrigerator.
Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

Replace window blind.
Provide window screen.

Apartment 24, Type A.

Entire unit:

Remove debris.
Replace carpet.
Replace resilient base at carpet.
Paint entire unit.
Repair PTAC and duct.
Provide fire extinguisher.

Living/Dining:

Provide window blinds.
Provide window screens.
Remove mold contaminated gypsum board and thermal/acoustical insulation at walls.
Apply mold disinfectant treatment to all wood framing-studs, blocking, and plywood.
Provide thermal/acoustical insulation at walls.
Provide gypsum board at walls and finish to match existing walls.
Provide sealant at lavatory.
Provide adjustable mirror over lavatory.
Provide medicine cabinet.

Kitchen:

Provide sealant at countertops.
Provide refrigerator.
Replace electrical outlet with GFCI electrical outlet near sink.

Bedroom:

Provide window screen.

General Notes (for all work):

1. All work shall be performed in a workmanlike manner and in accordance with good usage and accepted practices. All materials shall be made and installed so they perform in accordance with their intended purposes.
2. Materials installed shall be of such kind and of quality to ensure that the dwelling will provide acceptable durability, economy of maintenance and adequate resistance to weather, moisture, corrosion, and fire.

End of work write up.

Certification of Substantial Compliance

TO: The United States Department of Housing and Urban Development

FROM: _____

I Certify to HUD that any and all Property(s) that are owned by _____, or its affiliates, and located in _____ (City or Town where Property being purchased is located) is/are in substantial compliance with

applicable State and/or local housing statutes, regulations, ordinances and codes and are listed on Schedule A attached hereto.

WARNING: It is a crime to knowingly make false statements to the United States in this document or any other document related to this sale. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code, Section 1001 and Section 1010.

By: _____
Purchaser Name

Title

Address

Telephone Number

Date

STATE OF: _____)
COUNTY OF: _____)
Came before me this _____ day of _____, 20____. ~~Notary Seal~~

Schedule A: All Properties owned by _____ or affiliates.

List each Property name	List name of principal or affiliate with ownership of Property.	List Property address

PROTECTING TENANTS AT FORECLOSURE ACT OF 2009

Applicable to all foreclosure sales taking place from May 21, 2009, through December 31, 2012

In the case of foreclosure involving any multifamily residential dwelling, the purchaser at foreclosure shall be subject to the following:

1. Any bona fide tenant occupying a unit as of the date of the notice of foreclosure must be given 90 days prior notice to vacate the unit; and
2. Any tenant retains all of its rights as of the date of the notice of foreclosure. These rights include:
 - (A) Any tenant who, on or after the date of the notice of foreclosure, is under a lease agreement entitling the tenant to occupy the premises until the end of the remaining term of the lease, will continue to maintain his/her rights under the lease agreement, except that a purchaser at foreclosure *who will occupy a unit as a primary residence* may, terminate a tenant's lease for that unit, effective on the date of sale, by issuing notice of the termination of tenancy to the tenant at least 90 days prior to the effective date of the notice.
 - (B) Any tenant who is a tenant at will under State law or occupies the unit without a lease retains all of its rights regarding occupancy of the unit, except such tenant may be required by a purchaser at foreclosure to vacate the unit provided that the tenant is given 90 days prior notice by the purchaser at foreclosure.
 - (C) Nothing contained in paragraphs 1 and 2 herein shall affect the requirements for termination of any Federal or State subsidized tenancy or of any State or local law that provides longer time periods or additional protections for tenants, those rights will be retained by the tenant.
3. If the tenant holds a Section 8 voucher and has a lease agreement, the purchaser at foreclosure may terminate the tenancy effective as of the date of the transfer of ownership to the purchaser if (1) the purchaser will occupy the unit as a primary residence and (2) provides the tenant with a notice to vacate at least 90 days before the effective date of the notice.
4. The purchaser at foreclosure will assume its interest in the property subject to: (1) the existing leases between the prior owner and the current tenants; and (2) the existing Housing Assistance Payments contract between the prior owner and the public housing agency for any occupied unit, except that requirements contained in this paragraph 4 and in paragraph 3 shall not affect any State or local law that provides longer time periods or other additional protections for tenants.